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Current Topics.

The Custodian and Enemy Property.

WE POINTED out recently (*ante*, p. 613) that the Trading with the Enemy Amendment Bill which was introduced in July extended the functions of the Custodian—that is, the Public Trustee—as regards enemy property. Section 2 of the Amendment Act, 1914, was to be extended so as to require payment to the Custodian of interest on Government and Corporation securities. The Bill received the Royal Assent on 29th July, and a notice has been issued by the Public Trustee, and appears elsewhere in our columns, pointing out that dividends and interest payable in respect of all classes of securities held for enemies are now payable to him; also moneys representing the payment off of any capital. The duty of making such payments, and of furnishing the Custodian with the necessary particulars, rests with the person, firm, or company through whom the payments in the United Kingdom are made. Moreover, the duty of notifying enemy property to the Custodian is extended to bank balances and debts of £50 and upwards. The Public Trustee's notice also gives information as to the forms for which persons liable to make returns should apply. We may add that the new Act, so far as we have been able to discover, has not yet been printed and issued. Indeed, of all the latest Emergency Legislation, a list of which is given under "New Orders," the only Act which we have succeeded in obtaining is the Price of Coal (Limitation) Act, which we print elsewhere. We do not know the special difficulties with which the King's Printer has to cope, but, Bank Holiday notwithstanding, the Acts passed on 29th July should surely have been available at the beginning of this week. The Trading with the Enemy Amendment Act, 1915, it may be noticed, was discussed in the Court of Appeal on 30th July in the Belgian Company's case, on which we comment below.

The British Reply to the United States.

THE NOTE which has been sent by Sir EDWARD GREY to the United States, dealing with the American objections to the British blockade of Germany as expressed in the United States Note of 30th March, raises questions of great importance as to the legitimacy of the British extension of the practice of blockade. So far as Germany is concerned, the blockade, as the Order in Council of 11th March states, was instituted by way of reprisals.

But reprisals do not, or should not, affect neutrals, and this has led to legal difficulties. At the time when the Order was made Mr. ASQUITH declared that the Government would not suffer Great Britain to be entangled in a network of juridical subtleties. But that is just what is happening, and the question is how to make the Order in Council good as regards neutrals. The British Note seems to be based on the contention that a blockade can be properly extended to neutral ports which are in easy communication with the enemy; but this appears to be a novel contention, and we are not clear at present how far it is supported by the American precedent which Sir EDWARD GREY claims for it. We propose to discuss the point next week.

Belgian Companies as Enemies.

IN THE case of *Société Anonyme Belge des Mines d'Aljustrel (Portugal) v. Anglo-Belgian Agency (Limited)* (reported elsewhere) the contention was set up that the plaintiff company, though a Belgian company, was an alien enemy, and therefore not entitled to sue, and, moreover, that it was an enemy within the Proclamations against Trading with the Enemy, so that it was unlawful to make any payments to it. The company was incorporated under Belgian law, and had its registered office in Antwerp, where it was carrying on business when the war began. After the war it removed all its books and papers to London, and is now carrying on its business—the working of copper mines in Portugal—here. The definition of “enemy” for the purposes of the Trading with the Enemy Proclamations is given by clause 3 of the Proclamation of 9th September, 1914. It means a person or body of persons of whatever nationality resident or carrying on business in an enemy country, but does not include persons of enemy nationality who are neither resident nor carrying on business in an enemy country. “In the case of incorporated bodies enemy character attaches only to those incorporated in an enemy country.” Then by the Trading with the Enemy (Occupied Territory) Proclamation of 16th February, 1915 (Manual of Emergency Legislation, Supplement No. 3, p. 548) the various Proclamations were applied to territory in hostile occupation as they apply to an enemy country. On these provisions YOUNGER, J., arrived at the conclusion that the company in question was an enemy and could not receive payment, though he held that it was not an enemy at common law so as to be debarred from suing. But it was pointed out in the Court of Appeal that the company was not incorporated in Antwerp, but in Belgium, and the Proclamation of February applied only to territory in hostile occupation, and did not make Belgium as a whole, an enemy country. Hence, though a company must be treated as resident in the country where it is incorporated, yet there is no reason, on the words of the Proclamation, to treat Belgium as an enemy country. Accordingly the plaintiff company is not an “enemy,” even technically, and is not debarred by the Proclamations from receiving payments. It would certainly have been an absurd result if a Belgian company actually carrying on its business here had been held to be an enemy, and the fact that the decision of YOUNGER, J., was possible shews that the Statutes and Proclamations are in an unsatisfactory state. The present position of affairs leads, indeed, to the rules as to enemy trading being unduly difficult.

Remedy by Habeas Corpus.

SOME INTERESTING points of Crown Practice are illustrated by—although not discussed in—the recent case of *Re Weber* (Times, 27th July). WEBER is interned in the Isle of Man as an alien enemy under the recent Internment Order of the Home Secretary, and an application on his behalf was made for a writ of *habeas corpus*, first in the High Court, and then on appeal to the Court of Appeal. The applications were heard and dismissed on their merits on a ground we will presently discuss. But first of all, a word or two as to the practice in the case of this interesting writ may be noted. Although regulated as to procedure by the famous Habeas Corpus Act of 1679 and other statutes, the writ is essentially a common law prerogative writ, though formerly it was also available in Chancery (*Lyons v. Blenkin*, Jac. 254n). It has many forms, most of which are in

practice obsolete, since simpler remedies have replaced them; but the form by which a person wrongfully deprived of liberty regains it is known as the writ of *habeas corpus ad subjiciendum* (3 Black. Com. 131). Now the essence of this writ, whether at common law or under statute, is the protection of the liberty of the “subject”; this appears from the preamble to the statute, as well as from the wording of the judicial decisions in nearly all the older cases (e.g., *R. v. Batchelor*, 1839, 1 Per. & Dav. 516, per DENMAN, L.C.J., at p. 567). At one time it seemed doubtful whether anyone but a subject could avail himself of it. In the *Three Spanish Sailors' case* (1779, 2 Wm. Bl. 1324) it was held that in time of war prisoners of war could not apply for it because they were alien enemies, and in *R. v. Schiever* (2 Burr. 765), it was held that even the subject of a neutral State—if detained as a prisoner of war—could not apply for it; although a British subject, impressed for naval service in time of war, could sue out his writ (*R. v. King*, 1694, Comb. 245), if not liable to impressment. But gradually the user of the writ by alien friends became recognized, and in the famous *Hottelot Verus case* (1810, 13 East, 195), it was definitely held that a foreigner detained against her will in England for purposes of exhibition could avail herself of it. Hence it may now be regarded as established that everyone except an alien enemy can claim this writ in England to-day. Of course an alien enemy under the protection of the Crown ceases to be such, and can claim the benefit of the writ; but as regards registered aliens the revocation of the statutory licence to reside conferred by registration is no doubt implied in the Home Secretary's Order, and so deprives them of the recourse to the writ. Again, we may note the extent of the jurisdiction in the case of this writ. It lies to any part of the dominions of the Crown, including Ireland, Berwick, the Isle of Man, the Channel Isles and the Colonies (*R. v. Cowle*, 1759, 2 Burr. 834, at p. 853), but not to Scotland (*ibid.*, per Lord MANSFIELD at p. 856). Since 1862, however, the Habeas Corpus Act of that year has suspended the issue of the writ from an English Court to any external part of the King's dominions except the Isle of Man. Lastly, we may note that the writ does not issue (like a *subpoena*) as of course; a *prima facie* case by affidavit must be made out before even a rule *nisi* calling for a return issues (*R. v. Cowle* (*supra*)).

Prima Facie Alienage.

FROM THE above considerations it follows that on the *ex parte* application for a rule *nisi* directing a writ of *habeas corpus* to issue, it is important that the affidavit for the detained person should establish not only the fact of imprisonment, apparently without authority, but also his right to apply for the writ. In other words, in time of war, it must exhibit his nationality, or at least shew that he is not of enemy nationality. If it fails to do this, the writ will not be issued. This happened in *Weber's case* (*supra*). It appeared from the affidavit that WEBER was thirty-two years of age, and had been born in Germany, but at the age of fifteen had left it for South America. A year or two later he came to England, and has since resided here without ever returning to Germany. Now, by English law, in the absence of naturalization, WEBER is not an English subject, and it was not contended that he had become the subject of any South American State. It would seem to follow that WEBER remains a German national, since a person owing allegiance to no sovereign is a monster as much abhorred of international law as a vacuum, in the view of the old natural philosophers, was abhorred by nature. But the expert evidence of German law appeared to shew that WEBER had, by the law of Germany, lost his German nationality. For, under the German Nationality Act of 1870, it is, as we pointed out recently (*ante*, p. 488), enacted that a German who leaves the territory of the Empire and resides outside it for ten years without interruption and without registration in the proper consular register, *ipso facto* loses his nationality; the statute makes no exception of persons under twenty-one. Under this WEBER would have lost his German nationality; but the German Nationality Act, 1913, of which we were not aware when formerly discussing the subject, abolishes ten years' absence as a ground of denaturalization, and substitutes absence abroad until past the age of military service—that is, thirty-one. Under

this also, assuming it to be retrospective, WEBER seems to have lost his German nationality. The Divisional Court and the Court of Appeal held, however, that it was not proved that he had lost it for all purposes, and in any case the loss was effective only under German municipal law. He had acquired no new nationality, and the case was within the rule of English law that every person is *prima facie* a subject of his country of birth until he can establish some other nationality. This WEBER had failed to do and he remained German for the purpose of our law. The case illustrates very forcibly the arbitrary character of the policy of internment which the Government has adopted, and in which we have never acquiesced. A translation of the German Nationality Law of 1913, with a memorandum thereon, has been published as a Parliamentary paper (1914, Cd. 7277).

The Status of Secularist Societies.

It is not very often that a Chancery Judge ventures to overrule a series of clear decisions however ancient; and when he does so he has not often the good fortune to see his decision unanimously affirmed by the Court of Appeal. But this has just happened in *Re Charles Bowman, Secularist Society (Limited) v. C. J. Bowman* (Times, 31st July), where the Master of the Rolls, and PICKFORD and WARRINGTON, L.J.J., upheld Mr Justice JOYCE's broad view of our very unsatisfactory common law rules on the legality of unorthodox religious views. Under a will made ten years ago a testator left a legacy to the Secular Society (Limited), a joint stock company limited by guarantee and formed for the purpose of promoting certain objects stated in its memorandum of association. Now, a legacy to a limited company raises no question of the rule against perpetuities; it is just an unconditional gift to a person—artificial, of course, not natural—and thus subject to the rules of mortmain affecting corporations, but unaffected by the rule against perpetuities. This is so obvious that we are rather surprised to find the contrary seriously argued in the present case. But a much more arguable point was that such a society is absolutely illegal, since its objects are by the common law regarded as blasphemous, and therefore immoral. Now, the main object of the society was its first object, namely, "To promote . . . the principle that human conduct should be based upon natural knowledge and not upon supernatural belief. . . ." Subsidiary objects were the abolition of religious tests in the State, Disestablishment of the State Religion, universal secular education, and the recognition of marriage as a purely civil contract. The latter objects, of course, are in no way illegal; indeed, they already prevail in practically every one of our colonies. But the inculcation of the secularist ethical doctrines, which formed the first object, was once held to be illegal in our courts, as is shewn by such cases as *Briggs v. Hartley* (14 Jur. 683) and *Coven v. Milbourn* (L. R. 2 Ex. 230). If these cases are still good law, then the present legacy was void for illegality of object. But, as the Master of the Rolls pointed out, there are matters in which our common law has undergone development, and the law of blasphemy is one of them. Thirty years ago Lord COLERIDGE held in *Reg. v. Ramsey* (15 Cox C. C. 231) that publications intended *bona fide* to propagate religious opinions honestly believed by the propagandists were not blasphemy unless attended by indecent modes of propagandism. This view the Court of Appeal adopted, and held that *prima facie* a gift to a secularist society need not be illegal. Of course, if indecent modes of propagandism are contemplated by its constitution, the matter is different; but the Court properly refused to go outside the objects contained in the memorandum, and would not accept the suggestions in affidavits that some members of the society use improper modes of pushing their views. The legality of the legacy was therefore affirmed.

Major Ernest Alex Myer, 6th (City of London) Battalion, London Regiment, solicitor, hon. solicitor to the Industrial Department of the Jewish Board of Guardians, one of the founders of the Brady-street Club in East London, founder and manager of the Maidenhead Working Boys' Club, and manager of the Wilmington Club for Working Boys, Clerkenwell, who was killed in action on 3rd April last, left unsettled property £4,303.

Interference with Ferry Rights.

CASES in which the common law rights of ferry owners require to be considered do not often occur nowadays, for although there may be many more ferries now than formerly, the rights in respect of most of the existing ferries are regulated by particular statutes. The recent case concerning Twickenham Ferry—*Hammerton v. Dysart* (ante, p. 665)—in the House of Lords has therefore an attractive aspect for the profession in general, for both in the Court of Appeal (58 SOLICITORS' JOURNAL, 378; 1914, 1 Ch. 822, *sub. nom. Earl of Dysart v. Hammerton & Co.*) and in the House of Lords the law on the subject was examined at considerable length. The House of Lords reversed the decision of the Court of Appeal and restored the decision of WARRINGTON, J., before whom the case was first heard (1913, W. N. 125). We dealt with the general propositions of ferry law apart from statute in examining the decision of WARRINGTON, J. (58 SOLICITORS' JOURNAL, 26). Hence it will be sufficient now to notice some of the main points involved in the recent decision of the House of Lords.

A right of ferry, unaffected by statutory provisions, exists as a franchise theoretically granted at some time long past by the Crown. It is analogous in many respects to a right of market, and this analogy becomes apparent when questions of disturbance arise. A right of ferry is a monopoly pure and simple. It is a hereditament of a peculiar kind. It involves obligations on the part of the owner as well as benefits. Under pain of indictment he must supply proper boats and boatmen and all other things necessary for maintaining the ferry in a fit condition for the use of the public: see *per KINDERSLEY, V.C.*, in *Letton v. Goodden* (1866, L. R. 2 Eq. 123, at p. 131).

It is obvious that an obligation of this kind would in a very short time become unbearably onerous if the ferry owner were not to be protected from competition. A right to freedom from competition is indeed the chief feature of a ferry franchise. The underlying theory of the franchise may be briefly stated as follows:—It is for the benefit of the public that a service of boats should be maintained across the river. It is not to be supposed that this can be done without cost, or by any private individual except on terms of profit. Wherefore the Crown, with the interests of the subjects at heart, grants an exclusive right to some person of maintaining a ferry within limits, thereby securing for the public a convenience, conferring on the grantee a source of profit, and imposing on him an obligation to maintain the ferry and on other would-be competitors an obligation not to compete.

Like all rights, a right of ferry has its limitations. Obviously no ferry would exist without some traffic to serve. It is in respect of traffic that ferry rights are always limited. The monopoly imported in the grant of the franchise is a monopoly of a traffic. This point cannot be too strongly insisted upon, for it takes a great deal of reading and a great deal of thought to arrive at this conclusion and to appreciate the significance of the proposition. The reader will find in many reported cases reference to so-called "vill to vill" ferries, and a distinction made between these and "point to point" ferries. As a matter of fact "point to point" ferries are by far the most common. A "point to point" ferry does not necessarily mean a ferry from one fixed point to another. There may be limits of deviation. The ferry may be confined to points between points A and B on the one bank and points between points C and D on the other. But in all cases what is monopolized is the carrying of the traffic: in the case of a "vill to vill" ferry, between the one "vill" and the other; in the case of a "point to point" ferry, the traffic at the time of the grant capable of being served by a ferry from the one terminus thus defined to the other.

The question whether or not a right of ferry has been disturbed depends, of course, on the nature of the right itself. Broadly speaking, a ferry is wrongfully disturbed by a person who serves the passengers whose transit to and fro constitutes the traffic which the ferry right was granted to monopolize. If a new traffic springs up long after the grant of the franchise, it cannot be supposed that it was intended at the time of the grant of the

franchise to monopolize such an unthought-of traffic. If a new ferry is set up which, in fact, serves the new traffic, no wrong is done as regards the owner of the old franchise ferry. The person setting up the new ferry, if he does so without the authority of the Crown acting through its proper Office, or without the authority of Parliament (which is the same thing), does not acquire for himself the right of protection which he would enjoy as the owner of a franchise. But the point which it is sought to make is that he does not commit an actionable wrong in respect of the ancient ferry.

It was upon the principle, that the service of a new traffic does not constitute a disturbance of an ancient ferry, that the House of Lords (Lords HALDANE, PARKER, STRATHCLYDE, SUMNER and PARMOOR) decided the recent case concerning Twickenham Ferry. To summarize the facts in that case as briefly as possible:—The plaintiffs claimed to be entitled to an ancient ferry across the Thames from and to Twickenham to and from Ham and Petersham. They put this claim forward on an immemorial prescription and on a prescription by lost grant, claiming the ferry as either a vill to vill ferry or a ferry from point to point. They asked for an injunction to restrain the defendants, who were duly licensed watermen letting boats out for hire, from ferrying persons across the river in disturbance of the franchise. The place where the defendants conducted the new ferry was distanced some five hundred yards from the place where the ancient ferry plied. In 1902 the towpath was made a public highway by statute. In that year certain lands on the same side of the river were acquired by divers authorities and were converted into a public recreation ground, while land on the opposite side of the river was acquired by the London County Council and converted into a public recreation ground known as Marble Hill Park. It was from a floating boathouse moored in the tideway off the latter land that the defendants conducted the new ferry.

WARRINGTON, J., held that, in the circumstances, a new traffic had arisen, and it was this new traffic that the defendants served by their ferry. His lordship made a declaration of right that the plaintiffs were entitled to an ancient ferry, but held in effect that there had been no wrongful disturbance of this right. The Court of Appeal (Lord COZENS-HARDY, M.R., and PHILLIMORE, L.J.; BUCKLEY, L.J., dissenting) took the view that no new traffic had arisen which could justify the defendants setting up the new ferry near that of the plaintiffs. The Court reversed the judgment of WARRINGTON, J., and granted the injunction asked for, intimating at the same time that his lordship was wrong in making a declaration of right in favour of the plaintiffs while taking the view that he did that there had been no wrongful disturbance.

The House of Lords agreed with the Court of Appeal only on the last point. Their lordships held that, in the circumstances, a new traffic had arisen, and the defendants had done no wrong in serving this new traffic. The judgment of the Court of Appeal was therefore reversed and that of WARRINGTON, J., restored with this variation, that the declaration which the learned judge had thought fit to make was struck out. Incidentally, the judgments of the learned ex-Lord Chancellor and the Lords of Appeal contained much important matter concerning the law of ferries generally. But the case will stand as the leading authority on the doctrine of new traffics. In 1862 WILLES, J., in the case of *Newton v. Cubitt* (12 C. B. N. S., p. 59), said that at that time the principle on which to decide whether the proximity of a new passage across the water to an ancient ferry was actionable had never been clearly laid down. It is conceived that the recent case has supplied a criterion. It has shewn that it is not so much a matter of distance as a matter of traffic. If the traffic has arisen under entirely new circumstances, the carrying of that traffic does not constitute an actionable wrong, at any rate where the bulk of the passengers would not cross the river if it were not for the facilities afforded by the new ferry.

Mr. Henry Rimington-Wilson, of Abberton Manor, Colchester, and of St. James's-court, S.W., barrister-at-law, formerly practising on the North-Eastern Circuit, left unsettled property £50,654.

American War Documents.

(Continued from page 663.)

The British Blockade of Germany.—At the date when Sir EDWARD GREY wrote the Reply of 15th March the British Blockade had, as he intimated, been already set up. A forecast of this was given by identical Notes of 1st March presented by Great Britain and France to the United States. It was objected that German submarines violated all the recognized usages of war. They ignored the duty of bringing captured merchant vessels to a Prize Court—a practice to be departed from only under exceptional circumstances—and did not provide for the safety of passengers and crew; nor did they discriminate effectively between neutral and enemy vessels. The German declaration, indeed, "substituted indiscriminate destruction for regulated capture." This was done with the avowed object of preventing commodities of all kinds, including food for the civil population, from reaching or leaving the British Isles or Northern France. By way of retaliation the Allies had decided in their turn to prevent commodities of any kind from reaching or leaving Germany; but this would be done without risk to neutral ships or to neutral or non-combatant life, and on strict observance of the dictates of humanity, and it would be effected by the detention and diversion—but without confiscation—of ships carrying goods of presumed enemy destination, ownership or origin. To these Notes the United States returned replies of 5th March, pointing out that the Allies claimed rights incident to a blockade while not insisting on the consequences of a blockade, and this was new to International Law and confusing; in the absence of blockade the proposed interference with goods going into and coming out of Germany was unlawful; and though the United States recognized that modern naval warfare might make the former blockade impossible, yet a limit must be placed to "the radius of activity." An American vessel laden with goods of German origin which had escaped the British patrol in European waters could hardly be held up by a British cruiser off New York and taken to Halifax. France replied on 14th and Great Britain on 15th March. Both replies emphasized the fact that in introducing a new form of blockade they were really acting in the interests of neutrals, who were relieved of the penalty of confiscation which followed capture for breach of the old blockade. The right now claimed was only the stopping of cargoes destined for or coming from the enemy's territory. There followed the British Order in Council of 15th March by which the new form of blockade of Germany was set up. This was expressed to be by way of retaliation for the German War Zone Decree, but we need not give its contents. They are printed *ante* p. 352.

The United States Protest to the British Blockade.—The United States sent a protest dated 30th March against the British Blockade Order, and to this the reply by Great Britain has only just been published. The American protest dealt fully with the new conditions in restriction of traffic imposed by the Order in Council of 11th March. It rejected the claim, apparently made by the Order, to unlimited belligerent rights, and maintained that belligerents could only exercise, as against neutral ships, certain admitted rights—the right of visit and search, and the rights incident to contraband and blockade; and blockade could not prevent traffic with and through neutral countries. To allow any interference with the rights of the United States would mean unneutrality towards Germany. The objection to the new blockade was that it embraced many neutral ports and coasts and barred access to them. The United States was willing to replace the old close blockade by "cordon" blockade, but the blockade in its new form must obey the accepted rules. It must leave open access to neutral ports both for inward and for outward bound traffic. As regards the Order in Council being retaliatory, this could not legalize acts towards neutrals which would otherwise be unneutral. The gist of the protest lay in the contention that the blockade must not touch neutral countries adjacent to Germany, and that there must be free passage for innocent shipments through neutral countries to belligerent territories "without being subject to the penalties of contraband traffic or breach of blockade, much less to detention, requisition or confiscation; and the rules of the Declaration of Paris—among them, that free ships make free goods—were not to be disputed. It was hoped that the British Government would take such administrative measures as would prevent the wide terms of the Order in Council from being so enforced as to violate neutral rights and interrupt legitimate trade. On 20th May the British Foreign

* Eagle Library, No. 159. The United States and the War. President Wilson's Notes on *The Lusitania*, and Germany's Reply. Diplomatic Correspondence between Germany, England, and the United States on Events Preceding the Sinking of *The Lusitania*, with Decrees and Incidents Affecting American Lives, Property, and Rights in the War Zone. A Complete Official Record. Brooklyn Daily Eagle, Brooklyn, New York. 25 cents.

Office issued a memorandum explaining the procedure as to detention of American ships and of American cargoes on other neutral ships, but, as stated above, the reply to the protest has only just been published. This is a document of great importance, and we propose to summarize it next week.

The Sinking of The Lusitania.—The British steamship *Lusitania* was torpedoed and sunk by a German submarine on 7th May. Among those who lost their lives were over 100 American citizens. American lives had also been lost in the sinking of the British steamship *Falaba* (28th March), and the torpedoing of the American vessel *Gulflight* (1st May). And on 28th April there had been the attack on the American vessel *Cushing* by a German aeroplane. The United States addressed to Germany a Note dated 13th May, in which it was stated that these constituted a series of events which that Government had observed with growing concern, distress, and amazement; but since it had understood the instructions of the German Government to its naval commanders to be upon the same plane of humane action prescribed by the naval codes of other nations, it could not bring itself to believe that these acts had the countenance or sanction of the German Government. As to the war zone which Germany had proclaimed by way of retaliation for her enemies' attempt to cut her off from commerce, the United States Government could not admit this as operating "in any degree as an abbreviation of the rights of American shipmasters or of American citizens bound on lawful errands as passengers on merchant ships of belligerent nationality, and it must hold the Imperial German Government to a strict accountability for any infringement of those rights, intentional or accidental." But it did not understand the German Government to question those rights. "It assumes, on the contrary, that the Imperial Government accepts, as of course, the rule that the lives of non-combatants, whether they be of neutral citizenship or citizens of one of the nations at war, cannot lawfully or rightfully be put in jeopardy by the capture or destruction of an unarmed merchantman, and recognizes also, as all other nations do, the obligation to take the usual precaution of visit and search to ascertain whether a suspected merchantman is, in fact, of belligerent nationality, or is, in fact, carrying contraband of war under a neutral flag." It was pointed out that the objection to the German method of attack against the trade of their enemies lay "in the practical impossibility of employing submarines in the destruction of commerce without disregarding those rules of fairness, reason, justice, and humanity which all modern opinion regards as imperative. 'Manifestly, submarines cannot be used against merchantmen, as the last few weeks have shown, without an inevitable violation of many sacred principles of justice and humanity.' The right of American citizens to travel on their legitimate business on the high seas was asserted and the German Government was asked to disavow the acts of its submarine commanders and to make reparation, as far as reparation was possible, 'for injuries which are without measure'; and the Note concluded:—'The Imperial German Government will not expect the Government of the United States to omit any word or any act necessary to the performance of its sacred duty of maintaining the rights of the United States and its citizens, and of safeguarding their free exercise and enjoyment.'

The first German reply was dated 28th May. As to *The Cushing* and *The Gulflight*, the attacks on them were attributed to mistake, due to the misuse of flags by the British Government. There was no intention on the part of the German Government to order attacks on neutral vessels in the war zone which had not been guilty of any hostile act. Inquiries into these cases were proceeding and it was suggested that recourse might be had to the Hague Convention, I (1907)—"For the Pacific Settlement of International Disputes," Title 3; that is, reference to an International Commission of Inquiry. It was explained that the sinking of *The Falaba* was due to her attempt at escape after being ordered to stop. In fact the passengers had twenty-three minutes to escape, and the torpedo was not fired until suspicious steamers were hurrying to her aid. As to *The Lusitania* the German Government expressed regret at the loss of neutral lives, but set up the case that the vessel was an armed auxiliary cruiser, included in the British Navy List, and that she had on board Canadian troops and munitions "including no less than 1,400 cases of ammunition destined for the destruction of brave German soldiers, who are fulfilling with self-sacrifice and devotion their duty in the service of the Fatherland." The fault lay with the English steamship company, which, by exposing the passengers to danger, had wantonly caused their death. Moreover, the rapid sinking of the ship was primarily due to the explosion of the cargo of ammunition caused by the torpedo. "Otherwise, in all human probability, the passengers of *The Lusitania* would have been saved." The German Government asked for a careful examination of these facts by the American Government and reserved a final statement of its position with regard to the demands made in connection with the sinking of *The Lusitania*.

The American Note of 13th May was signed by Mr. BRYAN as

Secretary. The draft of the second American Note resulted in his resignation. "You have prepared," he said in his letter to Mr. WILSON, dated 8th June, "for transmission to the German Government a Note in which I cannot join without violating what I deem to be an obligation to my country, and the issue involved is of such moment that to remain a member of the Cabinet would be as unfair to you as it would be to the cause which is nearest my heart, namely the prevention of war." Accordingly this Note, which was dated 9th June, was signed by Mr. LANSING, the Secretary *ad interim* and now full Secretary. This Note, as regards *The Falaba*, denied that an attempted escape of a merchantman, which has ceased, alters the obligation of the captor to secure the lives of those on board. As to *The Lusitania* the United States Government stated categorically that she was not armed for offensive action; she was not serving as a transport; and she was not a naval vessel of Great Britain or carrying a cargo prohibited by the statutes of the United States. These were matters for the latter Government to see to before the vessel cleared. As to the carriage of contraband and the explosions on board, these were irrelevant to the question of the legality of the mode of sinking the vessel. But the chief question, it was pointed out, was the sending to their death, without a challenge and without a warning, of more than a thousand men, women and children who had no part or lot in the conduct of the war. "The Government of the United States is contending for something much greater than mere rights of property or privileges of commerce. It is contending for nothing less high and sacred than the rights of humanity, which every Government honours itself in respecting, and which no Government is justified in resigning on behalf of those under its authority and care." The United States Government "very earnestly and solemnly" renewed the representation in its Note of 13th May. It could not admit that the proclamation of a war zone, from which neutral ships had been warned to keep away, operated as in any degree an abbreviation of the rights either of American shipowners or of American citizens bound on lawful errands as passengers on merchant ships of belligerent nationality.

(To be continued).

CASES OF LAST SITTINGS Court of Appeal.

SOCIÉTÉ ANONYME BELGE DES MINES D'ALJUSTREL (PORTUGAL) v. ANGLO-BELGIAN AGENCY (LIM.). No. 1. 29th and 30th July.

ALIEN ENEMY—TRADING WITH THE ENEMY—COMPANY—INCORPORATION IN ENEMY COUNTRY—OCCUPIED TERRITORY—TRADING WITH THE ENEMY ACT, 1914 (4 & 5 GEO. 5, c. 87)—TRADING WITH THE ENEMY AMENDMENT ACT, 1914 (5 GEO. 5, c. 12), s. 3 (1)—TRADING WITH THE ENEMY AMENDMENT ACT, 1915—TRADING WITH THE ENEMY PROCLAMATIONS, SEPTEMBER, 1914, AND FEBRUARY, 1915.

A company incorporated in Belgium and with a registered office at Antwerp, formed for the purpose of working mines in Portugal, which removed its business to London upon the occupation of Belgium by the German Army.

Held, not to be an "enemy" within the meaning of the Trading with the Enemy Acts and Proclamations. Belgium is not, and cannot be, treated as territory wholly occupied by the enemy.

Appeal by the plaintiffs, and cross-appeal by the defendants, from a judgment of Younger, J., given the same day, special leave being given to expedite the hearing of the appeals. The plaintiff company was incorporated under Belgian law in 1898, and had its registered office at Antwerp, where its business was carried on. It owned copper mines in Portugal. Soon after the war broke out it removed all its books and papers to London, where its business was now being conducted by three out of the five directors, who were Belgians living here. The mines were being worked, and the produce sold in England and France. The defendants were its bankers. On 26th July the plaintiffs' manager drew a cheque for £100 on the defendant company, and presented it for payment. The defendant company refused to pay, on the ground that the plaintiff company was technically an "enemy" within the recent Emergency Legislation. The present action, which was admittedly a friendly proceeding, was begun, claiming a declaration that the plaintiff company was not an "enemy," and an injunction to restrain the defendants from making any return to the Public Trustee, as Custodian, of any moneys standing to the plaintiffs' credit. Younger, J., who pointed out that the word "enemy" in the Trading with the Enemy Act, 1914, and the Proclamations, was not always used in the same sense, decided that the plaintiff company was not an enemy, and was entitled to the injunction asked for, but that the defendants were not bound to honour cheques drawn by the plaintiff company on its account, owing to the effect of the Trading with the Enemy Proclamation of February, 1915. Both parties then appealed. *Cur. adv. vult.*

THE COURT allowed the plaintiffs' and dismissed the defendants' appeals.

Lord COZENS-HARDY, M.R., said the action had been begun, no doubt by arrangement, in order to settle points of great importance under the Trading with the Enemy Acts and Proclamations. The facts were few, and not in dispute. [Having stated them, his lordship proceeded:] Younger, J., had held that the plaintiff company was entitled to sue, and he agreed that there was no principle or authority which deprived it of its right of applying to the English Courts. The question of what relief it could obtain was, however, different. By the Proclamation of 9th September, 1914, under the Trading with the Enemy Act, 1914, "enemy" was defined as meaning "any person or body of persons . . . resident or carrying on business in the enemy country. . . . In the case of incorporated bodies, enemy character attaches only to those incorporated in an enemy country." The word "only" was emphatic. Clearly the plaintiff company was not an "enemy" within that Proclamation. An amending Act was passed in November last, by which a custodian trustee with very large powers was appointed, and by section 3 (1) it was the duty of any person holding property on behalf of an enemy to furnish particulars of it to the trustee. Another Proclamation was issued on 16th February, 1915, dealing with territory in hostile occupation, whether of us or our Allies, or of the enemy, and by section 1 the Proclamations already in force were applied to territories in the occupation of the enemy in the same manner as they applied to an enemy country. The section did not treat the whole of Belgium as an enemy country, but only such part of it as might be in hostile occupation. Then came the Trading with the Enemy Amendment Act, 1915, which only received the Royal Assent on the previous afternoon, after the decision in the Court below had been given. That contained provisions of great importance, and by section 3 the meaning of the word "enemy" was enlarged, but only for the purposes of sections 6, 7 and 8 of the principal Act, which had no application to the present case. The plaintiff company was expressly excluded from the definition of "enemy" in the Proclamation of September, 1914, and the later Act or Proclamation had brought it within that definition. It was contended, however, that the plaintiff company must be treated as an enemy, because Antwerp, where its office was, and almost the whole of Belgium, was in the military occupation of the Germans. His lordship could not follow that argument. The company was incorporated, not in Antwerp, but in Belgium, and the enemy were not in absolute occupation of all Belgium. The plaintiff company's appeal would therefore be allowed.

PICKFORD, L.J., who observed that the only doubts he had felt were whether Belgium ought not to be regarded as a wholly occupied country, but thought the question of enemy character ought not to depend on the exact amount of territory held by the Allies in Belgium; and WARRINGTON, L.J., delivered judgment to the same effect.—COUNSEL, Gore-Brown, K.C., and Vernon; Clauson, K.C., and Percy Wheeler. SOLICITORS, Roney & Co.; Mayo, Elder, & Co.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

KING v. EARL CADOGAN. No. 1, 7th July.

REVENUE—LICENCE DUTY—INCREASE OF—PROPORTION PAYABLE BY LESSOR—EXPENDITURE IN REBUILDING PREMISES—CONSIDERATION FOR GRANT OF NEW LEASE—"PREMIUM" PAYABLE BY LESSEE—SURRENDER VALUE OF FORMER LEASE—FINANCE ACT, 1912 (2 & 3 GEO. 5, c. 8), s. 2. The lessee of licensed premises, in pursuance of an agreement for a new lease for a long term at an increased rent, expended a considerable sum in rebuilding them, and surrendered the unexpired lease.

Held, that neither the sum so spent, nor the surrender value of the old lease, was a "premium" payable by the lessee within the Finance Act, 1912, s. 2, thereby making the lessor liable for any proportion of the increase in the licence duty imposed by the Finance (1909-10) Act, 1910.

Appeal by the plaintiff from a decision of the Divisional Court (Ridley and Bray, JJ.) (reported 1915, 1 K.B. 821). The plaintiff was lessor and licensee of a public house under a lease granted by the defendant, dated 16th October, 1900, by which the premises were let to the plaintiff for ninety years at £300 a year. At that date the plaintiff was in possession of the premises under an old lease granted in 1853 at a yearly rent of £66 10s., of which sixteen years were unexpired. In pursuance of an agreement for a new lease made in 1898 the plaintiff entirely rebuilt the premises at a cost of £5,000. The new lease was expressed to be granted in consideration of the expenditure so incurred, and of the surrender of the old lease. The surrender value of the old lease at the date when the new one was granted was about £2,500. The original licence duty charged on the premises before 1910 was £60 a year; by the Act of 1910 this was increased to £176. The plaintiff claimed to deduct from his rent the sum of £74 13s. a year on the ground that the £5,000 spent in rebuilding, and the surrender value of the lease, each constituted a "premium" within the Finance Act, 1912, s. 2, payable in respect of the premises being let as licensed premises, and that he was entitled to require the defendant as landlord to bear so much of the increased licence duty as was proportionate to such "premium." The Divisional Court, reversing the decision of the county court judge at Brompton, held that neither the expenditure in rebuilding, nor the surrender value of the old lease, was a premium within the Act. The plaintiff appealed, and the Court dismissed the appeal.

Lord COZENS-HARDY, M.R., said the appeal was from the decision of the Divisional Court, which had held that the lessee of a public-house was not entitled to a deduction from the licence duty payable by him under the Finance Act, 1912, s. 2. It was a case not

dependent on any principle of law or equity, but one involving a new statutory obligation. Therefore no larger or wider obligation could rest on Lord Cadogan than was actually contained in the language of the statute itself, and no analogy drawn from any other statute was of any value. The only question was what was the meaning of the section. [His lordship then stated the facts and read the section and proceeded:] It only extended to certain leases of certain licensed premises in special cases. It was contended that the £5,000 spent by the lessee in rebuilding the premises in 1897-1898 was a premium payable in respect thereof. The word premium was a term of art. His lordship thought that the expenditure incurred in pulling down and rebuilding could not be described in any way as a premium. Then it was argued that the surrender value of the old lease was £2,000, and that that meant some £200 odd a year. As was said by Rowlatt, J., in the recent case of *Commissioners of Inland Revenue v. St. John's College, Oxford* (1915, 2 K. B., at p. 638), "the surrender of a lease is not a payment." The decision of the Court below was quite right, and the appeal would be dismissed with costs.

PICKFORD and WARRINGTON, L.J.J., delivered judgment to the same effect.—COUNSEL, Distarnal, K.C., and A. F. W. Woodten; W. Ryde, K.C., and G. Cecil Whiteley. SOLICITORS, Croseman, Pritchard, & Co.; Lee & Pemberton.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re HAY. STANLEY GIBBONS (LIM.) v. HAY. (Sargant, J. 11th June.

ADMINISTRATION—PROBABLE INSOLVENCY OF ESTATE—TRANSFER FROM CHANCERY DIVISION TO COURT OF BANKRUPTCY—MOTION—BANKRUPTCY ACT, 1914 (4 & 5 GEO. 5, c. 59), s. 130, sub-section 3.

Letters from the solicitors of an executrix, stating that so many claims in respect of her testator's estate have reached them that they do not know whether there will be sufficient to pay the creditors in full, do not amount to evidence sufficient to satisfy the Court that the estate is insufficient to pay its debts.

Even if such were sufficient evidence, that would not of itself justify the Court in transferring proceedings in administration from the Chancery Division to the Court of Bankruptcy on the ground of "inconvenience, delay or expense" within section 130, sub-section 3, of the Bankruptcy Act, 1914.

Re York (1887, 36 Ch. D. 233) and Re Kenward (1906, 94 L. T. R. 277), distinguished.

Quære, whether an order for transfer under section 130, sub-section 3, of the Bankruptcy Act, 1914, can be made after judgment in an administration action.

This was a creditors' action in the Chancery Division for administration of the estate of one Hay, deceased, who was killed in action on 14th September, 1914. On 22nd February, 1915, an order for administration was made. On 5th May a summons to proceed on accounts and inquiries was issued. Advertisements for creditors followed, and directed that their claims were to be sent in by 19th July, and 23rd July was the date fixed for adjudicating on the claims. This was a motion by another creditor, under section 130 (3) of the Bankruptcy Act, 1914, for an order transferring the proceedings to the Court of Bankruptcy, and correspondence was produced from the solicitors of the executrix stating that so many claims had reached them that they did not know whether there would be sufficient to pay all the creditors in full. By section 130 of the Bankruptcy Act, 1914, sub-section 1, a creditor whose debt would have been sufficient to support a bankruptcy petition may petition the Bankruptcy Court for an order for administration of the estate of the deceased debtor according to the law of bankruptcy. By sub-section 2 the Court may, on proof of the petitioner's debt, "unless the Court is satisfied that there is a reasonable probability that the estate will be sufficient for the payment of the debts owing by the deceased make an order for the administration in bankruptcy of the deceased debtor's estate." By sub-section 3, "A petition for administration under this section shall not be presented to the Court after proceedings have been commenced in any court of justice for the administration of the deceased debtor's estate; but that Court may, when satisfied that the estate is insufficient to pay its debts, transfer the proceedings to the Court exercising jurisdiction in bankruptcy, and thereupon the last-mentioned Court may, in the prescribed manner, make an order for the administration of the estate of the deceased debtor, and the like consequences shall ensue as under an administration order made on the petition of a creditor." Counsel for the motion contended that the intention of the Legislature was that estates of deceased insolvents should be administered in bankruptcy in the same way, so far as possible, as those of living bankrupts, and in the absence of any special reasons for retention—as, for instance, that difficult questions of law are involved—an order for transfer ought to be made: see *Re Kenward, Hammond v. Eade* (94 L. T. 277). A transfer may be made even after judgment and further subsequent proceedings in an administration action: see *Re York, Atkinson v. Powell* (36 Ch. D. 233), where Stirling, J., said that, in exercising its discretion, the Court should be governed by the predominant considerations of "convenience, delay and expense." The case of *Re Baker, Nichols v. Baker* (1890, 44 Ch. D. 262) makes it quite clear that there is a discretion in the Court. Counsel for the plaintiffs referred to *Re Briggs, Earp v. Briggs* (1891, 7 T. L. R. 572), where Lindley, L.J., thought there would be a diffi-

culty in making the transfer after judgment in administration in Chancery.

SARGANT, J., after stating the facts, said: The application for an order of transfer is made under section 130, sub-section 3, of the Bankruptcy Act, 1914, which gives the Court in which the action is pending power to make the transfer "when satisfied that the estate is insufficient to pay its debts." It is a condition precedent to making the order that the Court shall be judicially satisfied of the insolvency of the estate. Here the correspondence does not say that the estate is insolvent, although it suggests the probability that it may be so. It is not, in my judgment, sufficient to shew that there is not at present cash enough in hand to pay the debts in full. But even if that view is not correct and the condition precedent has been satisfied, I have still to regard what Stirling, J. (36 Ch. D. 238), called "the predominant considerations . . . of convenience, delay and expense." Here the proceedings have gone so far in chambers in the Chancery Division that the claims on the estate can be ascertained by the end of next month. This case is not in the least like *Re York* (36 Ch. D. 235) or *Re Kenward* (94 L. T. 277), in both of which there were reasons for transferring the proceedings to a local court having jurisdiction in bankruptcy. I decline to make the order for transfer, but I will not order the applicants to pay the costs. The costs of the plaintiffs and the defendant will be costs in the action. Under the circumstances I have not to consider whether the decision of Stirling, J., that a transfer can be made after judgment, is correct.—COUNSEL, C. N. Tindole Davis; E. E. H. Brydges. SOLICITORS, Cattarns, Cattarns, & Harris; Beale & Co.; Witham, Roskell, Munster, & Weld.

[Reported by L. M. MAY, Barrister-at-Law.]

Re STOODLEY. HOO3QN v. STOODLEY. Eve, J. 7th July.

WILL—CONSTRUCTION—GIFT OF RESIDUE IN WILL—GIFT IN CODICIL OF RESIDUE "NOT BEQUEATHED BY WILL"—REVOCATION.

A testator by his will gave his residuary estate to certain charities. By a codicil he made the following bequest:—"The residue of my estate not bequeathed by the above will I give and bequeath to M. L. absolutely."

Held, that the codicil did not revoke the gift of the whole residue given by the will, but only gave to M. L. such part of it as failed to reach its destination by reason of lapse or otherwise.

A testator, by his will, dated 21st December, 1912, devised and bequeathed all his real and personal estate not thereby otherwise disposed of to trustees upon trust for conversion, and to hold the proceeds as to one-third thereof upon trust for the Society for Promoting Christian Knowledge, and as to the remaining two-thirds upon trust for the Vicar of Iminster, to be applied by him as to part towards providing an adequate vestry for the parish church, and as to the remainder towards extending the nave of the church. By a codicil, dated 17th February, 1915, the testator, after referring to his will, made the following bequest:—"The residue of my estate not bequeathed by the above will I give and bequeath to Mable Locock absolutely, and I appoint her sole executrix of this codicil." This summons was taken out by the trustees asking whether the residuary gift in the will was revoked by the codicil and what part of the estate passed under the codicil.

EVE, J.—This case raises a point of considerable difficulty, but I do not think the doubt would be removed by reserving judgment. I am bound to assume first of all that the testator in making the codicil had some testamentary intention, and I must then see how to reconcile the two documents. What was the testamentary intention? I cannot believe that it was only to appoint Mrs. Locock as executrix; there must have been the disposition of property in his mind. The disposition of what property? The codicil says "the residue of my estate not bequeathed by the above will." Was the testator dealing with the whole residue or only with the residue of shares of residue? If the codicil stood without the words of exception, "the residue of my estate" would apply to the whole residue, and the question is, do the words of exception cut it down, and if so, to what extent? They must, in my opinion, cut it down to some extent, and Mr. Maugham says that they destroy the residuary gift altogether. The residuary gift in the will was to charities, and the testator may have gathered information which would tend to bring about an intestacy. I think, therefore, that the residue bequeathed by the codicil was the amount, if any, which was not effectually disposed of by the will. If the true construction was that contended for on behalf of Mrs. Locock, and the codicil was intended to substitute her for the residuary legatees under the will, then the words of exception in the codicil were entirely redundant. There was, perhaps, sufficient authority in *Earl of Hardwicke v. Douglas* (7 Cl. & F. 795) for the contention put forward on behalf of Mrs. Locock, but if I were to accede to it I should be disregarding the rule laid down in *Heale v. Hicks* (1 Cl. & F. 20, 24), that, if a gift in a will is clear, the intention to revoke it by a codicil must be equally clear. I do not think that the words in the present case are so clear as to amount to a revocation of the gift of the whole residue. In my opinion the codicil only gives to Mrs. Locock such part of the residue as fails to reach its destination and is not effectually disposed of. The codicil did not operate to revoke the gift of the whole residue, but it operated to revoke such gifts of shares of residue as fail by lapse or disclaimer or otherwise.—COUNSEL, Whinney; Maugham, K.C., and Vaisey; Clayton K.C., and Spencer (for F. H. L. Errington, serving with H.M. forces); P. E. Farrer. SOLICITORS, J. H. Pitch-

forth; Rider, Heaton, Meredith, & Mills, for Osborne, Ward, Vassall, & Co., Bristol; Bridges, Sawtell, & Co.; Wansey, Stammers, & Co., for E. Lee Michell, Wellington, Somerset.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE SOUTHFIELD." Sir Samuel Evans, P. 5th and 15th July. PRIZE LAW—BRITISH SHIP—GOODS SHIPPED PRIOR TO THE OUTBREAK OF WAR AT A FOREIGN PORT—CONSIGNEE TO ENEMY SUBJECT AT ENEMY PORT—SALE BY ENEMY SUBJECT TO NEUTRAL WHILE IN TRANSITU—SALE COMPLETED BEFORE OUTBREAK OF WAR—IMMINENCE OF WAR.

Goods shipped on a British ship from a foreign port prior to the outbreak of war, and consigned to persons who subsequently became enemy subjects at what became an enemy port, were sold by such persons, while in transitu, to neutrals, and the sale was completed before the outbreak of the war. The goods were still in transitu at the outbreak of war, and were seized.

Held, that war was not imminent in the sense of "threatening or about to occur" between England and Germany in the last week in July, 1914, when the sales were completed.

Held, accordingly, that the sales were valid, and the goods were not confiscable.

The *Baltica* (11 Moore P. C. 141) followed.

The Crown in this case claimed the condemnation of certain goods shipped in a British steamer by German merchants at a Russian port, and bought, while still afloat, by Dutch merchants towards the end of July, 1914. The goods were captured as prize on 8th August, 1914.

Sir SAMUEL EVANS, P., in the course of his judgment, said: The goods consisted of barley shipped before the war at a Russian port in a British ship and consigned to a German port. During the voyage the goods were sold by enemy merchants to two Dutch merchants, Heukers and Berghoorn, of Groningen. The transactions relating to the sale to Heukers were between 20th July and 23rd July, 1914, and those relating to the sale to Berghoorn were within the last week in July, 1914. Apart from any question depending upon the intervention of war, it was not disputed that the property in the goods had passed to the neutral purchasers before the capture. The contention of the Crown was that, when war was declared between this country and Germany, the goods, which were still in transitu, became subject to capture by the Crown, and were confiscable at the time of the capture and seizure on 8th August, notwithstanding the prior sales to the neutrals, on the ground that at the time of such sales war was imminent, or in contemplation of the enemy vendors. [His lordship referred to the judgment of Lord Stowell in *The Vrouw Margaretha* (1 C. Rob. 338), where he said: In a state of war, existing or imminent, it is held that the property shall be deemed to continue as it was at the time of shipment until the actual delivery; this arises out of the state of war, which gives a belligerent a right to stop the goods of his enemy. If such a rule did not exist, all goods shipped in an enemy's country would be protected by transfers which it would be impossible to detect. It is on that principle—held, I believe, as a general rule—that property cannot be converted in transitu; and in that sense I recognize it as the rule of the Court. But this arises, as I have said, out of a state of war, which creates new rights in other parties, and cannot be applied to transactions originating, like this in a time of peace; and to the statement of the rule by Mr. Justice Story, in *The Principles and Practice of Prize Courts* (Pratt's Story, pp. 64-65), and in the Privy Council by Lord Kingsdown, in *The Baltica* (11 Moo. P. C. 141), and continued:] It might be argued that, according to these authorities, transfers in transitu were invalid against belligerent captors on the intervention of war unless there was actual delivery before capture; or, in other words, that if war had intervened, no transfer by documents alone could defeat the right of capture. But, in his opinion, that proposition was too wide, and was not an accurate delimitation of the true rule. In the cases cited, Lord Stowell spoke of "a state of war existing or imminent"; Mr. Justice Story of "a state of peace, without contemplation of war," and of "a state of war, existing or imminent, and impending danger of war"; and Lord Kingsdown of "war, either actual or imminent," of "war unexpectedly breaking out" (contrasting it with "a time of peace, without prospect of war"), and of "transactions during war, or in contemplation of war." In his lordship's view, the element that the vendor contemplated war, and had the design to make the transfer in order to secure himself and to attempt to defeat the rights of belligerent captors, was necessarily involved in the rule which invalidated such transfers. Sales of goods in ships afloat were now of such common occurrence in commerce that it would be too harsh a rule to treat such transfers as invalid, unless such an element existed. As to the facts in these two cases, it was abundantly clear that the neutral purchasers acted with complete bona fides throughout; they paid for the goods, and resold them to neutral customers of their own before war was declared, and in the transactions they never had the war between this country and Germany in contemplation. That would not necessarily conclude the matter. But he was also satisfied that the vendors did not have the war between their country and this country (to which the ship carrying the goods belonged) in contemplation when they sold the goods. The imminence of

war between Germany and Russia had no materiality in considering these cases. In the light of after events, the war with this country might be spoken of as having been imminent, regarded from the point of view of time, in the last two weeks of July; but there was no evidence that it was regarded as imminent in its proper meaning of "threatening or about to occur" by them at that time; not only so, but he found, after investigation in various directions, and on grounds which he deemed satisfactory, that it was not in fact so regarded by them. What the hidden anticipation of the Government of the German Empire might have been upon the subject it was not for him to speculate; but he might express the humble opinion that our intervention in the war upon the invasion of Belgium in defence of treaty obligations against the breach of such obligations by the invaders was a complete surprise even to their Government. On the grounds that the German vendors had no thought of the imminence of war between Germany and this country, and did not have such a war in contemplation at any time while the transactions of sale were taking place or before they were completed, he held that the sales to the two Dutch merchants were valid, and that the goods were not confiscable. He decreed the release to them respectively of the net proceeds of the sale of their respective goods, which were now in Court.—COUNSEL, *Maurice Hill, K.C.*, and *R. H. Bollock*, for the Crown; *H. C. S. Dumas*, for the claimants. SOLICITORS, *The Treasury Solicitor; Thomas Cooper & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c New Statutes.

On 29th July the Royal Assent was given to the following Acts:—

Finance Act, 1915.
Appropriation Act, 1915.
Maintenance of Live Stock Act, 1915.
Government of India Act, 1915.
Notification of Births (Extension) Act, 1915.
Expiring Laws Continuance Act, 1915.
Milk and Dairies (Consolidation) Act, 1915.
Isle of Man (Customs) Act, 1915.
Public Works Loans Act, 1915.
Customs (War Powers) (No. 2) Act, 1915.
Execution of Trusts (War Facilities) Amendment Act, 1915.
Scottish Universities (Emergency Powers) Act, 1915.
Trading with the Enemy Amendment Act, 1915.
Special Acts (Extension of Time) Act, 1915.
Elections and Registration Act, 1915.
Naval Discipline (No. 2) Act, 1915.
Police Magistrates (Superannuation) Act, 1915.
Price of Coal (Limitation) Act, 1915.
Cotton Associations (Emergency Action) Act, 1915.

And to a number of Provisional Order and local Acts.

War Orders and Proclamations, &c.

The *London Gazette* of 30th July contains the following:—

1. The new Consolidated Proclamation, dated 28th July, restricting exportation from the United Kingdom, which was given in a Supplement to the *London Gazette* of 27th July (*ante*, p. 668).
2. The Proclamation, dated 28th July, prohibiting the importation of unset diamonds, which was given in the same Supplement (*ante*, p. 668).
3. The Order in Council, dated 28th July, amending the Defence of the Realm Regulations, which was given in the same Supplement, and is printed *ante*, p. 668.
4. The Order in Council, dated 28th July, which was given in the same Supplement, applying the Defence of the Realm (Liquor Control) Regulations to parts of Scotland (*ante*, p. 668).
5. The Order in Council, dated 28th July, which was given in the same Supplement, amending the Aliens Restriction (Consolidation) Order, 1914, by making provision with respect to the landing and registration of alien seamen (*ante*, p. 668).
6. An Order in Council, dated 30th July, amending the Exportation Prohibition (Consolidation) Order, *inter alia*, as follows:—

(3) That the exportation of the following goods shall be prohibited to all foreign countries in Europe and on the Mediterranean and Black Seas, other than France, Russia (except Baltic ports), Italy, Spain and Portugal:—
Charcoal and peat.
Forage and food which may be used for animals, namely—
Green forage;
Lupin seeds.
Provisions and victuals which may be used as food for man, namely—

Bacon, ham and pork;
Cocoa, raw, of all kinds and all preparations of cocoa, including cocoa husks, cocoa shells, and chocolate;
Coffee;
Vegetables, fresh, except peas.

7. Three notices printed below under the Munitions of War Act, 1915.

8. Notices to Mariners, dated 28th July, with respect to (1) Scotland, West Coast, (2) England, South-East Coast.

The *London Gazette* for 3rd August contains the following:—

9. An Order in Council, dated 28th July, extending to the Isle of Man, subject to certain adaptations, section 10 of the Munitions of War Act, 1915, and the Amending Defence of the Realm Regulations of 13th and 29th April, 2nd and 10th June, and 6th July, 1915.

10. An Order in Council, dated 28th July, extending the National Registration Act, 1915, to the Isle of Man, with certain adaptations.

11. An Order in Council, dated 3rd August, further amending the Exportation Restriction (Consolidation) Proclamation of 28th July as follows:—

That on and after the 13th day of August, 1915, the exportation of "Coal (including anthracite and steam, gas, household and all other kinds of coal) and coke," which is at present permitted to British Possessions and Protectorates and Allied Countries, shall be prohibited to all destinations abroad other than British Possessions and Protectorates.

12. Notices printed below that Orders as to liquor control have been made under the Defence of the Realm Acts for the North-East Coast area and the areas of Bristol and Avonmouth.

Munitions of War Act, 1915.

5 & 6 Geo. 5, Ch. 54.

Notice is hereby given, under the Rules Publication Act, 1893, that it is proposed by the Minister of Munitions, after the expiration of at least 40 days from this date, in pursuance of the powers conferred upon him by Section 8 of the Munitions of War Act, 1915, and every other power enabling him on that behalf, to issue Rules as to War Service Badges in England and Ireland.

Draft copies of the said Rules can be obtained in the interval at the office of the Minister of Munitions.

Munitions of War Act, 1915.

5 & 6 Geo. 5, Ch. 54.

Notice is hereby given, under the Rules Publication Act, 1893, that it is proposed by the Minister of Munitions, after the expiration of at least 40 days from this date, in pursuance of the powers conferred upon him by Section 4, sub-section 5, of the Munitions of War Act, 1915, and every other power enabling him on that behalf, to issue regulations with respect to the General Ordering of the Work in a Controlled Establishment in England and Ireland.

Draft copies of the said Regulations can be obtained in the interval at the office of the Minister of Munitions.

Munitions of War Act, 1915.

5 & 6 Geo. 5, Ch. 54.

Notice is hereby given, under the Rules Publication Act, 1893, that it is proposed by a Secretary of State and the Minister of Munitions, after the expiration of at least 40 days from this date, in pursuance of the powers conferred upon them by Section 15 of the Munitions of War Act, 1915, and every other power enabling them on that behalf, to issue Rules for Constituting and Regulating Munitions Tribunals in England.

Draft copies of the said Rules can be obtained in the interval at the office of the Minister of Munitions.

Defence of the Realm (Liquor Control).

APPLICATION OF THE REGULATIONS TO THE NORTH-EAST COAST AREA.

Notice is hereby given, that the Central Control Board (Liquor Traffic) have issued an Order dated 30th July, 1915, made in pursuance of the powers conferred upon them by the Acts and Regulations relating to the Defence of the Realm.

The area to which this Order applies is the area comprised in the City of Newcastle-upon-Tyne, the County Boroughs of Tynemouth, Gateshead, South Shields, Sunderland, West Hartlepool, Middlesbrough and Darlington, the Boroughs of Stockton-on-Tees, Hartlepool and Jarrow, and the Petty Sessional Divisions of Gateshead, Chester-le-Street, South Shields, Sunderland, Houghton-le-Spring, Seaham Harbour, Castle Eden, West Hartlepool, Stockton and Darlington, in the County of Durham; the Borough of Wallsend, and the Petty Sessional Divisions of Bedlingtonshire, East Castle Ward and West Castle Ward, in the County of Northumberland; and the Petty Sessional Divisions of Thornaby and Yarm, North Langbaugh, East Langbaugh and West Langbaugh, in the County of the North Riding of York.

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

Copies of the above Order can be obtained on application to the Secretary, Central Control Board (Liquor Traffic), Cecil Chambers, 76, Strand, London, W.C.

Defence of the Realm (Liquor Control).

APPLICATION OF THE REGULATIONS TO THE AREAS OF BRISTOL AND AVONMOUTH.

Notice is hereby given, that the Central Control Board (Liquor Traffic) have issued an Order dated 30th July, 1915, made in pursuance of the powers conferred upon them by the Acts and Regulations relating to the Defence of the Realm.

The area to which this Order applies is the area comprised in the City of Bristol, and the parishes of Filton, Stoke Gifford, Winterbourne, Mangotsfield, Kingswood and Hanham Abbots, in the County of Gloucester, and the parishes of Brislington, Long Ashton, and Bishopsworth, in the County of Somerset; and the area within the circumference of a circle having a radius of five miles measured from the Lighthouse known as the "South Pier Lighthouse," Avonmouth, and situate in the Bristol Channel at or near the estuary of the River Avon.

Copies of the above Order can be obtained on application to the Secretary, Central Control Board (Liquor Traffic), Cecil Chambers, 76, Strand, London, W.C.

The following is a further Emergency Statute (5 & 6 Geo. 5):—

CHAPTER 73.

Price of Coal (Limitation) Act, 1915.

An Act to provide for the limitation of the Price of Coal.
[29th July, 1915.]

Be it enacted, &c.

1. *Limitation of price of coal at the pit's mouth.*—(1) Coal at the pit's mouth shall not be sold or offered for sale directly or indirectly by the owner of the coal or on his behalf at a price exceeding by more than the standard amount per ton the price of coal of the same description, sold in similar quantities, and under similar conditions affecting the sale, at the pit's mouth at the same coal mine on the corresponding date (or as near thereto as, having regard to the course of business, may be practicable) in the twelve months ended the thirtieth day of June nineteen hundred and fourteen (in this Act referred to as the corresponding price).

(2) The standard amount shall be four shillings: Provided that the Board of Trade may, by order, if they are satisfied, as respects any class of coal mines specified in the order or the coal mines in any district so specified, that owing to special circumstances affecting those mines the standard amount of four shillings should be increased, substitute for that amount such higher sum as they may think just in the circumstances; and as respects those mines this Act shall have effect as if the higher sum so substituted were the standard amount.

(3) If any person sells or offers for sale any coal in contravention of this section he shall be liable on summary conviction to a fine not exceeding one hundred pounds or, at the discretion of the court, to a fine not exceeding treble the amount by which the sum paid or payable for any coal sold by him in contravention of this section exceeds the maximum sum which would have been paid or payable for the coal if there had been no contravention of this section: Provided that a person shall not be liable to a fine under this provision if he shows that he had reasonable grounds to believe that he was not committing an offence.

(4) This section shall apply (both as respects the price at which coal is sold or offered for sale and as respects the corresponding price) to a case where the owner of coal at the pit's mouth has sold or offered to sell that coal at a price which includes the cost of railway or other incidental services besides the actual value of the coal at the pit's mouth, as if he had sold or offered to sell it at the pit's mouth at that price reduced by an amount representing the cost of those services.

(5) It is hereby declared that nothing in this section shall affect the rights or obligations of any person under any contract or agreement for the sale of coal except, in cases where the sale is in contravention of this section, as respects so much of the price as exceeds the maximum price which could have been charged for the coal if there had been no contravention of this section.

2. *Limitation of charge for waggon hire.*—(1) Where coal is conveyed from the pit's mouth over any railway in trucks not belonging to a railway company, the seller of such coal shall not be entitled to charge for the use of the trucks any sum exceeding by more than 50 per cent. the sum which the railway company conveying the coal was actually charging for the provision of trucks at the commencement of this Act.

(2) If any person charges or attempts to charge for the use of any trucks in contravention of this section, he shall be liable on summary conviction to a fine not exceeding one hundred pounds.

3. *Decision of question by the Board of Trade.*—(1) If in any proceedings any question is raised as to the corresponding price of any

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FIRE, LIFE, SEA, PLATE GLASS, ACCIDENT, BURGLARY, LIVE STOCK, EMPLOYERS' LIABILITY, THIRD PARTY, MOTOR CAR, LIFT, BOILER, FIDELITY GUARANTEES.	SPECIAL TERMS GRANTED TO ANNUITANTS WHEN HEALTH IS IMPAIRED
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The Corporation is prepared to act as TRUSTEE and EXECUTOR.

Ap. ly for full particulars of all classes of Insurance to the Secretary—
HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C.
LAW COURTS BRANCH: 29 & 30, HIGH HOLBORN, W.C.

coal, or as to the cost of railway or other incidental services, or as to the sums charged for the use or provision of trucks, the court shall refer the question for determination by the Board of Trade, and the decision of the Board shall be final and conclusive for all purposes.

(2) If for any reason there are not adequate data at any coal mine from which to ascertain, in accordance with the foregoing provisions of this Act, the corresponding price at that mine, the Board of Trade may fix that price having regard to data afforded from sales of coal at other mines.

(3) The Board of Trade may require the owner of any coal mine to furnish such information as appears to them necessary for the purpose of carrying into effect this Act; and if any person refuses to furnish any such information when so required, or furnishes information which is false in any material particular, he shall be liable on summary conviction to a fine not exceeding one hundred pounds.

(4) The Board of Trade Arbitrations, &c., Act, 1874 [37 & 38 Vict., c. 40], shall apply as if this Act were a special Act within the meaning of the first-mentioned Act.

4. *Application, short title, and duration.*—(1) This Act shall not apply to any sale of coal for export, or to any sale of coal for the manufacture of patent fuel for export, or to any sale of coal to be used on any ship.

(2) This Act shall not apply to the sale of coal supplied in pursuance of a contract made before the commencement of this Act:

Provided that where any contract has been made on or after the first day of April, nineteen hundred and fifteen, and before the commencement of this Act, for the sale of coal by the owner thereof at the pit's mouth, coal delivered under that contract after the expiration of the period fixed under this provision, and shown to be excepted coal within the meaning of this provision, shall, if the other party to the contract within two months after the commencement of this Act gives notice in writing to that effect to the owner of the coal at the pit's mouth, be deemed for the purposes of this Act to be sold at the time of the delivery thereof.

If, in consequence of this provision, the price to be paid by any person to whom coal is delivered is reduced by any amount, the price to be paid by any person to whom the coal is delivered in pursuance of any subsidiary contract shall be reduced by an equivalent amount; and any purchaser under any such subsidiary contract shall have the same right to give notice to the owner of the coal at the pit's mouth as the person who has made the original contract with that owner, and any person who has sold the coal shall, if required, communicate to the purchaser the name of the person from whom the coal has been bought.

For the purpose of this provision "excepted coal" means coal supplied for domestic or household purposes to any person and coal supplied for any purpose to any local authority, or to any undertakers supplying gas, water, or electricity in any locality in pursuance of authority given by an Act of Parliament, or by an Order confirmed by, or having the effect of, an Act.

The period fixed under this provision shall be a period of three months after the commencement of this Act, but the owner of the coal at the pit's mouth may apply to the Board of Trade for an extension of that period and the Board of Trade may, if they are satisfied that there are special reasons in the case in question for such an extension, extend the period for such time as they think just under the circumstances, and the period as so extended shall in such a case be the period fixed under this provision.

(3) This Act shall not apply to coal raised in Ireland.

(4) This Act may be cited as the Price of Coal (Limitation) Act, 1915.

(5) This Act shall have effect during the continuance of the present war and a period of six months thereafter.

Obituary.

Mr. Herbert W. Goldberg.

Second Lieutenant H. W. Goldberg, 3rd, attached 1st, Royal West Surrey Regiment, who died of wounds at Rouen on 31st July, was the son of Mr. Leopold Goldberg, of Newdigate, Surrey. Born in 1880, he was educated at Charterhouse and University College, Oxford, where he had a distinguished career, taking a first in jurisprudence. He became a pupil of the late Mr. Leigh Clare, M.P. (afterwards Vice-Chancellor of the County Palatine of Lancashire), and was called to the Bar at the Inner Temple in 1903, and practised at the Chancery Bar. In 1910 he contested the Reigate Division of Surrey in the Liberal interest. He joined the Inns of Court O.T.C. at Christmas last, and obtained his commission in the Queen's Royal West Surrey Regiment at the beginning of April. On 1st June he left for France; there he was attached to the 1st Battalion. In July, 1914, he married Angela Vernon Sanderson, daughter of the late Rev. Lancelot and Mrs. Sanderson, of Elstree.

Mr. John D. H. Radcliffe.

Captain John Douglas Henderson Radcliffe, 7th King's Royal Rifle Corps, Fellow of All Souls, M.A., B.C.L., was killed in action in Flanders on 30th July. Captain Radcliffe was the elder son of Mr. Alexander Nelson Radcliffe, of Bag Park, Widecombe-in-the-Moor, Ashburton, by his wife, daughter and co-heiress of the late Sir Edmund Henderson, Commissioner of Metropolitan Police. Born on 9th August, 1885, he went up to Balliol College, Oxford, obtained a first in Mods. and a second in Lit. Hum., and was elected a Fellow of All Souls. His uncle, Mr. F. R. Y. Radcliffe, County Court Judge of Oxford, was a Fellow of All Souls from 1874 to 1882. He was admitted as a solicitor in 1912, and joined the firm of Radcliffes & Hood. Captain Radcliffe married in 1913 Mary Augusta Garlindina, daughter of the late Captain E. A. Bolitho, R.N.

Legal News.

Appointment.

Mr. JOSEPH DAVIES, District Registrar of the High Court of Justice, Registrar and High Bailiff of Aberystwyth Admiralty, Bankruptcy and County Courts, and Chairman of the Court of Referees for Mid-Wales under the National Insurance Act, senior member of the firm of Messrs. Joseph Davies & Son, of Aberystwyth, solicitors and notaries public, has been appointed by the Minister of Munitions under Section 15 of the Munitions of War Act, 1915, to be Chairman of the local Munitions Tribunal for the Mid-Wales District. Mr. Joseph Davies was admitted a solicitor in 1881.

Information Required.

To Solicitors, Bankers and Others.—Any person concerned in the preparation or having the custody of the will of Lieutenant **FREDERICK HOLMES** (formerly of the Surveyor's Office, Leamington U.D. Council), recently killed in action, is requested to communicate with Cull & Brett, solicitors, Cheadle, Stoke-on-Trent.

Changes in Partnerships.

Dissolution.

GEORGE HOLMAN, CHARLES YELVERTON LYNE, and ROBERT WILLIAM EDWIN WHITEHEAD, solicitors (Lyne & Holman), Nos. 5 and 6, Great Winchester-street, in the city of London. July 29. The said Robert William Edwin Whitehead, one of the partners, retired from the said firm on the 27th July, 1915, and the said firm will henceforth be carried on by the continuing partners. [Gazette, Aug. 3.]

General.

The French Prize Court, says the *Times*, has confirmed the validity of the seizure of *The Dacia*, which was seized in the Channel by a French cruiser on 28th February, while bound from Galveston to Rotterdam with a cargo of cotton. *The Dacia* was bought from the Hamburg-Amerika Line by an American citizen of German origin to carry cotton to Germany under the American flag.

The first case in Scotland under the Munitions of War Act, says the *Times*, was heard in Glasgow, on Monday, when thirty coppersmiths in the employment of the Fairfield Shipbuilding Company were charged, under the new General Munitions Tribunal for Scotland, with going on strike. Mr. W. M. Gloag, K.C., Professor of Law in Glasgow University, acted as chairman. The evidence showed that the dispute was on the question of demarcation. The coppersmiths objected to the

employment of plumbers on certain work, and particularly to their employment in the coppersmiths' shop. The chairman of the court pointed out that the question at issue should have been referred to the Board of Trade for arbitration before a strike was declared, and asked Mr. Turnbull, secretary of the Coppersmiths' Union, if he was prepared to advise his members to return to work until the matter was referred to the Board of Trade. Mr. Turnbull agreed to advise the men to return provided the *status quo* was maintained pending a settlement. The chairman of the court announced that he was authorized by the Fairfield Company to state that they were willing not to employ plumbers in the coppersmiths' shop until the Board of Trade settled the dispute. In view of the men's offer to return to work, he thought justice would be met by imposing a fine of 2s. 6d. each.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Advt.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, July 30.

CHILTERN TOWERS HOTEL, LTD.—Creditors are required, on or before Aug 14, to prove their debts or claims, to Geo. H. Bull, 10, Moscow rd, Bayswater, W., liquidator.

ELMVILLE STEAMSHIP CO., LTD.—Creditors are required, on or before Aug 28, to send their names and addresses, and the particulars of their debts or claims, to Richard Leysdon, 108, Bute st, Cardiff, liquidator.

ETICAL SYNDICATE, LTD.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Lindsay Fisher, Basinghaw House, Basinghall st, E.C., liquidator.

GLYNNBROWNY SLATE QUARRY CO., LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims to J. Lloyd-Roberts, 18, Castle sq, Carnarvon, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Aug. 3.

FREE STATE BANKET DEVELOPMENT CO., LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Pratt and John Fleming Arnot, c/o Mayo and Co, 10, Drapers' gdns, E.C., liquidators.

NEWTON AND WATERHOUSE.—Creditors are required, on or before Aug 25, to send the particulars of their claims or demands to Risque & Robson, Manchester, or Lancashire & Co, Manchester, solicitors.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 30.

Gibbons, Sons & Morris, Ld.
Sydney Leslie, Ltd.
Utley & Bennett, Ltd.
Coles & Co, Ltd.
Appley & Co, Ltd.
Renshaw Iron Co, Ltd.
National Society of Chiropodists, Ltd.
Brandon Hill, Ltd.
Overton, Bangor and District Gas Co, Ltd.
Elmville Steamship Co, Ltd.

Grimsby Abbey Park Steam Laundry Co, Ltd.
Great Torrington Villa and General Building Co, Ltd.
B-nue (Northern Nigeria) Tin Min's, Ltd.
Dundee Export Co, Ltd.
Sowerby Bridge United District Flour Society, Ltd.
Chiltern Towers Hotel, Ltd.

London Gazette.—TUESDAY, Aug. 3.

Corona Tin Fields, Ltd.
Free State Banket Development Co, Ltd.
Herbert J. Osborne & Co, Ltd.
Regia Steam Tug Co, Ltd.

New York and Oriental Steamship Co, Ltd.
Cox Bros. (London), Ltd.
Coke Ovens and By-products Co, Ltd.
Conway Jenkins, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 23.

ALLDER, JOHN, High-st, Burnham, Bucks Sept 28 Alder v. A Mer and Others, Joyce and Eve, JJ. Wood, High Wycombe, Bucks

KITCHINGMAN, JOSEPH, Liscard, Chester Aug. 23 Hughes and Another v. McGilchrist and Another, Joyce, J., Liverpool Hughes, Castle-st, Liverpool

London Gazette.—TUESDAY, July 27.

BAYS, GEORGE HENRY, Rose Cottage, Wrenthorpe, Yorks Sept. 30 Pizze v. Bays, Neville, J. Townend, Wakefield

DONKIN, BRYAN PERCY, Crown Hotel, Devizes, Wilts Sept. 13 Wilson v. Donkin, Neville, J. Budd, Devonshire chambers, Bishopsgate

London Gazette.—FRIDAY, July 30.

CUMPTREY, ROBERT, Bradshaw-st, Lancaster Sept. 15 Robinson v. Gardner and Others, Eve, J. Thompson, Bentham, Yorks
HANCOCK, MARY ANN FRANCIS COLEMAN, Harpenden, Herts Oct. 1 Nunn v. James Eve, J. Robinson, High-st, Strood, Kent

London Gazette.—TUESDAY, August 3.

SLADE, ANTHONY ALBERT, Nether Ceme, Dorset Sept. 30 Crewkerne United Br.eries Co. (Lim.) v. Slade, Younger, J. Topham, Yeovil

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 23.

ALLANSON, MARGARET, Sale, Chester Aug 21 Dutton & Son, Bolton
BREEDON, ALEXANDER MACAULAY, Scarborough, Physician Sept 6 Carleton & Co, Fortadown, county Armagh
BRITTON, JOSEPH ABRAHAM, Finsbury Park rd, Merchant Aug 23 Le Voi & Co Bishopsgate
BROWN, CHARLES HENRY, Birkdale, Southport Aug 28 Wheelton, Southport
CHALLINOR, CEDRIC, Leigh, Lancs, Surgeon Aug 23 Bird & Bird, Gray's inn sq
CHAPMAN, EMMA, Standon, Herts Aug 23 Richardson & Co, Much H. dham, Herts
CHILD, ROSE, York Aug 25 Holtby & Procter, York
COLLINS, FANNY, Earl's Court sq Aug 21 Sticpole & Co, Union st, Old Broad st
CUMMINGS, WILLIAM HAYMAN, Rosendale rd, Dulwich Aug 27 Phillips & Cummings, Abchurch House, Sherrborne
DE BROWN, JOSEPHINE, Horbury cres, Notting Hill Sept 1 Roche & Co, Church st, Old Jewry
DENT, JAMES, Arlesley, Bedford Aug 14 Veasey, Baldock, Herts
DUNDON, CLARA EMILY, Walthamstow Aug 23 Lask, Broad Street bldgs
EVANS, HENRY, Broke rd, Haggerston Aug 20 Jennings & Jennens, Kentish Town rd
GREEN, ABIGAIL, Drayton gds, South Kensington Aug 24 Upperton & Co, Lincoln's inn fields
HUNWICK, ANGELINA, Coggeshall, Essex Aug 24 Crick & Freeman, Maldon, Essex
INGLIS, MARY AGNES, Clavendon, Warwick Sept 4 Campbell & Co, Warwick
JENKINS, CHARLOTTE, Felkistow Aug 11 Marshall & Son, Ipswich
KENT, EDWIN, Bare, Morecambe, Lancs Aug 27 Strandring & Co, Rochdale
LEE, WILLIAM MORTIMER, Silvertown, Devon, Farmer Aug 31 J & S P Pope, Exeter
MARSH, EDGAR HENRY, Elstree, Herts Sept 6 Evans & Co, Gray's inn sq
MEDILL, ELIZABETH MONTGOMERY, Chipperfield, Herts Aug 24 Cork, Seethingln
MORRIS, CHARLES ALBERT, Throgmorton av Aug 29 Tatham & Lonsdale, Old Broad st
PARBURY, CHARLES, De Vere gds, Kensington Aug 25 Lumley & Lumley Conduit at Preston, Catharine Mary, Chipping N. rton, Oxford Aug 30 Wilce & Co, tollage hill
POPPLEWELL, MARIA, Batley, Yorks Aug 6 Brearley & Son, Batley
PORTER, JOHN, Spaxton, Somerset, Farmer Aug 31 Broadhead, Taunton
PRESCOTT-DAVIES, NORMAN, Maida vale Aug 14 Perkins & Co, Gray's inn sq
REDFERN, FRANCIS, Foulow, Derby Aug 28 Taylors, Bakewell
REECE, WALTER, Hartington rd, West Ealing, Estate Agent Aug 14 Lloyd Jones, The Broadway, Ealing
RHODES, ALICE, Rochdale Aug 23 Wiles, Rochdale
ROBERTSHAW, JOHN, Thornton, Bradford Aug 23 Moore & Shepherd, Bradford
SHELLEY, EMMA, Meeley, Worcester Sept 1 Cottrell & Son, Birmingham
SHELLEY, HARRY, Mosley, Worcester Sept 1 Cottrell & Son, Birmingham
SOAMES, JAMES KOLLE Blackheath Sept 1 Potter & Co, Qu en Victoria st
THOMAS, OWEN DAVID, Edgbaston, Birmingham, Auctioneer Sept 1 Tanfield & Co, Birmingham
THOMPSON, JOHN, Bognor Aug 31 Staffurth, Bognor
TURNER, JOSEPH HORSFALL, Idice, Bradford Aug 23 Richardson, Bradford
UNACK, Lieut-Col HENRY PERCY, Banchoy, Kincardine, NB Aug 27 Meynell & Pemberton, Old Queen st, Westminster
WALLEY, JOHN HENRY, Loughborough, Licensed Victualler Sept 3 C W & F H Toone, Loughborough

London Gazette.—TUESDAY, July 27.

AMBROSE, ELIZA, Hitchin, Herts Aug 20 Wade & Jack on, Hitchin
BALL, WILLIAM, Redland, Bristol Sept 4 Pomeroy & Son, Bristol
BILLINGTON, Capt JOHN WYNDHAM, Kennington, Kent Aug 10 Hallett & Co, Ashford
BIRD, JOHN ANTHONY, Knowle, Bristol, Printer Aug 16 Hobbs, Bristol
BRENDAN, JOHN, Clifton Junction, Lancaster, Cattle Dealer Aug 30 Eastwood, Bolton
CAMERON, DONALD, Besunmar, Anglesey Aug 20 Jones, Bangor
CROW, ROBERT, Newca tie upon Tyne, Machinist Aug 17 Richardson & Elder, Newca tie upon Tyne
DAUBNEY, WALTER AUGUSTUS, Bishops Waltham, Southampton Sept 6 Withers & Co, Arundel st
FAIRBAIRN, Sir ARTHUR HENDERSON, Bart, Tunbridge Wells Aug 23 Frere & Co, Lincoln's inn fields
FESTING, ARTHUR HOSKINS, Great Epbleton, Durham, CMG, DSO Aug 31 Longbourne & Co, Lincoln's inn fields

GARDNER, ELLEN, Blackpool Aug 27 May & Hamer, Blackpool
GIBBONS, FRANCIS JOHN, Handsworth, Birmingham, Gilt Jeweller Aug 31 Pepper & Co, Birmingham
GREENWOOD, ANN, Bramley, Leeds Aug 9 Simson & Curtis, Leeds
HARVEY, WALTER, Dulwich village, Surrey, Pawnbroker Sept 8 Guscotte & Co, Essex st
HICKS, OSWEND, Dunster House, Minding In, Merchant Sept 2 Stannard & Esquet East heap
HILL, ELIZA, Dudley Hill, Bradford Aug 31 Hutchinson & Son, Bradford
HILL, WILLIAM, Baltonsborough, Somerset, Farmer Sept 9 Austin & Bath, Glastonbury
HOADLEY, FREDERICK, Burgess Hill, Sussex, Merchant Aug 31 Maynard & Smith, Burgess Hill
HOVE, LOUISA, Mill Hill rd, Acton Aug 20 Lee & Pemberton, Lincoln's inn fields
HUTTON ISABELLA, Manchester Aug 31 Holt & Co, Manchester
JACOMB, THOMAS PEARCE, Winchfield, Southampton Sept 7 Pennington & Son, Lincoln's inn fields
JOHNSON, ELIZABETH, Blackpool Aug 27 May & Hamer, Blackpool
JOYNES, KEZIA, Loampit vale, Lewisham Aug 23 Trower & Co, New sq
MARTIN, EDWIN, Eastbourne Sept 1 Hillman & Co, Eastbourne
MITCHELL, GEORGE KENTISH STEVENS, Fitzwilliam rd, Clapham Sept 1 Neale, Queen Victoria st
MOLESWORTH, Rev THOMAS, Alton, Hants Aug 28 Downie & Gadsan, Alton, Hants
NORRIS, CYRIL ADEBY, Accra, Gold Coast colony Aug 28 Monier-William & Co, Gt Tower st
PENFOLD-IXON, ELIZABETH, Eastbourne Aug 30 Hillman & Co, Eastbourne
PENFOLD-DIXON, WILLIAM THOMAS, Eastbourne Aug 30 Hillman & Co, Eastbourne
PERRY, ALBERT NORRIS, Grafton rd, Acton Sept 9 Davidson & Co, Bank bldgs, Acton
PIRIE, GEORGE LAURENCE, Letcomb Regis, Berks Sept 1 Baker & Co, Cannon st
PORT, HERBERT WALTER, Ilfracombe Sept 1 Rowe & Warren, Ilfracombe
REES, WILLIAM GEORGE, Newport, Mon, Surveyr Aug 23 Wade & Son, Newport Mon
RICARDO, STEPHANIE, Onslow gds Aug 20 Treherne & Co, Bloomsbury sq
SELLERS, EDWARD, Inglis rd, Ealing Aug 23 Lloyd-Jones, The Broadway, Ealing
SHAUKER, WILLIAM, Hasbury, Hales Owen, Worcester, Licensed Victualler Sept 30 Homfray & Co, Gt Cornbow, Hales Owen
SLY, WILLIAM JOHN, Aibion Mills, Lancaste, Cocoa Matting Manufacturer Aug 24 Hall & Co, Lancaster
TELFORD, WILLIAM, Longsight, Manchester, Credit Draper Aug 31 Simpson & Simpson, Manchester
THOMPSON, CHARLES JAMES, Beckenham, Kent Sept 6 Guscotte & Co, Essex st
THOMSON, JAMES, Whitehester, nr Wylam, Northumberland Aug 23 Criddle & Criddle, Newcastle upon Tyne
TRAVIS, LAWRENCE, Ashton under Lyne, Mill Engineer Aug 28 Grundy, Manchester
USHER, SARAH THAYER, Ilfracombe Sept 1 Rowe & Warren, Ilfracombe
VARILEY, JOHN HAWORTH, Heaton Moor, Stockport Sept 8 Adleshaw & Co, Manchester
WAY, GEORGE, Sandown, Isle of Wight Aug 20 Buckell & Drew, Newport, I of W
WEBB, ALFRED JOSEPH, Sutton Co field Aug 31 Pepper & Co, Birmingham
WELSH, ELLEN SMITH, Rotherham Aug 24 M rch & Son, Rotherham
WILLIAMS, FREDERICK, Albany rd, Stroud Green Sept 1 Taylor & Co, Strand
WILSON, FREDERICK ALEXANDER, Cheltenham Oct 31 Western & Sons, Essex st
WILSON, MARY, Handsworth, Yorks Aug 28 Watson & C., Sheffield
WOOLFE, MARY, Manchester Aug 24 Rogers, Manchester
YOLKES, JOSEPH ANTHONY, Melrose gds, Hammermith Sept 4 Fulllove & Co, Cannon st

London Gazette.—FRIDAY, July 30.

ALEXANDER, ANN, Ipswich Sept 1 Turner & Co, Ipswich
ANTHONY, Lieut EDMUND, Salisbury, Wilts Sept 8 Farrer & Co, Lincoln's inn fields
ASCHKENASY, MAYER, Higher Broughton, Salford, Shipping Merchant Sept 18 Lawson & Co, Manchester
BAKER, MARGARET, Deal Sept 1 Bradley & Watson, Deal
BENNETT, ISAAC BOOTH, Hyde, Chester Aug 20 Knowles & Son, Hyde
BENTHAM, ALEXANDER WILLIAM, Victoria st, Westminster Sept 17 Barlow & Co, Fenchurch st
BERRY, JOSEPH LAURIE, Lonsdale rd, Barnes Sept 15 Fooks & Co, Carey st
BILLING, ANN ELIZABETH, Walthamstow Aug 31 Mitchell, Chancery In
BLAND, WALTER RICHARD, New Barnet, Herts Sept 30 Boyce & Son, Barnet
CARSON, ISABELLA, Rosecombe, Bournemouth Aug 31 Todd, Lancaster
CAWLEY, WILLIAM, Caterham, Plumber Aug 23 Holt, Purley
CHOULES, MARY, Maidenhead Sept 1 Stutchbery, Maidenhead
COPLLEY, JOSEPH, Wortley, nr Sheffield, Joiner Sept 1 Smith & Co, Sheffield
COVERNEY, SARAH, Maidstone Aug 31 Bellord & Co, Waterloo pl
CRUMP, ROBERT WILLIAM, Moretonhamstead, Devon Sept 1 Windcatt & Windcatt, Totnes
CUDDON, ANNETTE CATHERINE, Ramgate Sept 29 Fooks & Co, Carey-st
DARROW, RICHARD, Sheffield, Confectioner Sept 1 Smith & Co, Sheffield
DIXON, JANE, Monkton, Durham Aug 28 Spence, South Shields
EBOYTON, CHARLES CALEDON, Eccleston sq Sept 10 Hantles, Lincoln's inn fields
FISHER, WILLIAM, Waddington, Oxford Aug 14 Fisher, Banbury

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

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APPLY FOR PROSPECTUS.

GERREY, ANDREW, Hambro' rd, Streatham Sept 1 Stewart, Public Trustee, Clement's inn
GILES, ELIZABETH, Wokingham, Berks Aug 24 Horwood & Co, Strand
HAUTY, ANNA, Bursledon, Hants Sept 15 Green & Co, Southampton
HENDRY, JOHN BURKE, Philadelphia, Pennsylvania, USA Sept 20 Worth, New Broad
st House
HOBROW, FREDERICK WILLIAM CHART, Willesden in, Brondesbury, Solicitor Aug 31
Rundle & Hobrow, Basinghall st
HOLLAND, Captain Cyril, 13th Brigade, Royal Field Artillery Aug 31 Hargrove & Co,
Victoria st
HOLMES, Lieut Col JOHN DALRYMPLE EDGAR, Clifton, Bristol Aug 24 Hoggood &
Downs, Spring gins
JENNISON, JACOB, Bulwell, Nottingham, Farmer Sept 10 Martin & Sons, Nottingham
JONES WILLIAM, Colwyn Bay, Denbigh Aug 27 Porter & Co, Colwyn Bay
LIDDELL, ADA LILIAN, Elm Park gdn, London Aug 30 Mayo & Co, Drapers' gdns
LINGWOOD, THOMAS, Stomham Parva, Suffolk Sept 3 Hayward & Son, Stowmarket
LOWE, ROBERT, Bowness on Windermere, Westmorland Sept 8 Gately & Son, Windermere
MARSHALL, FREDERICK GUY, late a Lieut in HM's Grenadier Guards Sept 1 Hadcliffe & Hood, Crayon st
MASON, MARY ANNE, Heywood, Lancs Sept 1 Grundy & Co, Manchester
McKILLIAN, ROBERT, Blackheath, Kent Aug 30 Goodman, St Helens' pl
MORRIS, MARY ANN, Olverton, Nottingham Sept 1 Roberts, Clebury Mortimer
MURISON, ALICE, Poplar, rove, West Kensington Aug 30 Haslip, Martin's in
PARKER, EDMUND, Waterlous, Lancs Sept 10 Toulmin & Co, Liverpool

PEARCE, MARY ELIZABETH, Atworth, Wilts Aug 30 Wansbroughs & Co, Bristol
PERKINS, ELIZA, Shephard, Leicester Aug 27 U W & F H Toone, Loughborough
PHILLIPS-WOLLEY, CLIVE, Old Brompton, Ghatam Sept 1 Slater & Co, Manchester
PHILLIPS, Capt MAURICE ALDROFT, RFA, Castle Douglas, Kirkcubright, Scotland
Aug 24 Hoggood & Downs, Spring gins
PRUST, WILLIAM HENRY, Upper Bedford pl Aug 28 Leeson & Carpenter, Budge
row
RICHARDSON, FRANK WATERS, The Broadway, Denmark Hill Sept 1 Jonas,
Carey st
ROBINSON, RICHARD PTE, Plate Layer, and RACHAEL HANNAH ROBINSON, Small Bridge,
nr Rochdale Oct 1 Baldwin & Co, Clitheroe
RONALDSON, CATHERINE LUCIA, Gosleston, Suffolk Sept 10 Jones, Ludgate hill
RYDER, EDWARD STUBBS, Bournemouth Aug 30 Howes & Eve, Salters' Hall st
SAVAGE, HENRY, Bechill, Sussex Aug 27 Bartlett & Son, Bush in
SCOTT, JOHN WILSON, Stockton on Tees Sept 14 Townsend & Watson, Stockton on
Tees
SELLEY, ARTHUR, Cheltenham Aug 31 Ivons, Cheltenham
SMITH, ANN, Winstanley, Lancs Aug 30 Unsworth & Wood, Wigan
SMITH, SARAH, Chew Stoke, Somerset Aug 24 Wood, Writington, nr Bristol
STIRLING, MARY JANE BOUGHTON, Brighton Aug 31 Fitzgerald, Brighton
THORPE, WILLIAM, Hyde, Chester Aug 28 Knowles & Son, Hyde
TURNER, ROBERT, Eton, Yorks, Labourer Sept 1 Jackson & Jackson, Middlesbrough
WATERHOUSE, ARVID, Kendal, Westmorland Aug 27 Lamb & Co, Liverpool
WILKS, SAMUEL, East Retford, Coops Aug 9 Spencer, East Retford

Bankruptcy Notices.

London Gazette—FRIDAY, July 23.

ADJUDICATIONS.

BAIRDFOW, HARRY, Bradford, Auctioneer Bradford Pet July 19 Ord July 19
BATEMAN, REGINALD, Cavendish parade, South Side, Clapham Common, Grocer Wandsworth Pet July 21 Ord July 21
BERRY, ALGERNON LAWRENCE, Herondale av, Wandsworth Common, Surveyor Wandsworth Pet April 23 Ord July 21
BOOTH, WILLIAM, Bradford, Builder Bradford Pet July 21 Ord July 21
BURROWS, WILLIAM SELLARS, ARTHUR STEPHEN BURNERS, and WILLIAM HINDS BURROWS, Sheffield, Tea Merchants Sheffield Pet July 19 Ord July 19
COE, ERNEST EDWARD, Bushey Heath, Herts, Butcher St Albans Pet June 28 Ord July 17
CAMERON, JAMES, Otley, Yorks Leeds Pet July 17 Ord July 17
DINNELL, WILLIAM, North Frodingham, Yorks, Grocer Kingston upon Hull Pet July 20 Ord July 20
EVANS, JAMES, Camborne, Cornwall, Fruiterer Truro Pet July 20 Ord July 20
GRACE, GEORGE, Portlaid by Sea, Sussex, Carting Contractor Brighton Pet July 21 Ord July 21
HACKNEY, WILLIAM SPENCER, Nottingham, Lace Manufacturer Nottingham Pet June 18 Ord July 19
HARDMAN, G. D., Manchester, Company Director Bolton Pet June 22 Ord July 19
JOHNSON, WILLIAM HERMAN, Leicester, Baker Leicester Pet July 21 Ord July 21
JONES, LEWIS, Treycynon, Aberdare, Grocer Aberdare Pet July 7 Ord July 20
LANDERS, MICHAEL, Gelli, Pontre, Glam, Collier Pontypridd Pet July 21 Ord July 21
PARKER, FRANCIS, Greenwich, Chartered Secretary Greenwich Pet June 18 Ord July 20
PRICE, WILLIAM ARTHUR, West Bromwich, Bottler Birmingham Pet July 12 Ord July 19
RICHARDSON, FRANK, Keighley, Motor Body Builder Bradford Pet July 19 Ord July 19
ROBINSON, WILLIAM HENRY, Weaver, Salford, Lancs, Slaughterman Salford Pet July 19 Ord July 19
STERN, SAMUEL, Hgin ct, Maida Vale, Variety Artist High Court Pet July 20 Ord July 20
TODD, GEORGE RICHARD, York, Canteen Waiter York Pet July 19 Ord July 19
TRIM, ERNEST WILLIAM, Cleethorpes, Printer Great Grimsby Pet July 21 Ord July 21
WALLS, HENRY ERNEST, Whitehorse, Yorks, Grocer York Pet July 19 Ord July 19
WHEELER, GEORGE ARTHUR, Kirkham, Lancs, Boot Dealer Preston Pet July 17 Ord July 17
WILLIAMS, JAMES, Ebbw Vale, Mon, Grocer Tredegar Pet July 5 Ord July 20
WOOLDRIDGE, ALEXANDER, Shepherdwell, Kent, Wheelwright Canterbury Pet July 20 Ord July 20

London Gazette.—TUESDAY, July 27.

RECEIVING ORDERS.

ARCHER, AMOS HENRY, Coventry, Baker Coventry Pet July 23 Ord July 23
BETT, JAMES MURRAY, Brixton hill, Boarding House Manager High Court Pet July 24 Ord July 24
DRAPER, CORNELIUS GEORGE, Kingston upon Hull, Sloop Captain Kingston upon Hull Pet July 23 Ord July 23
EDMUND, JAMES, Bunchurch, Hants Newport Pet July 10 Ord July 24
GEORGE, PHILLIP ANDREW, Morriston, Swansea, Hatter Swansea Pet July 22 Ord July 22
GILLARD, JOHN CHARLES, Cucklington, Somerset, Carpenter Yeovil Pet July 24 Ord July 24
GOODLIFE, GEORGE, Wellingborough, Northampton, Leather Dresser Northampton Pet July 23 Ord July 23
GUMFEL, SALOMON, Amesbury av, Streatham, Financial Agent High Court Pet June 18 Ord July 23
HAMILTON & Co, B. Nottingham, Lace Manufacturers Nottingham Pet June 23 Ord July 23
JONES CHARLES ARBERDEIN, Walsall, Medical Practitioner Walsall Pet July 1 Ord July 21
LANDAU, S. A., Davies st, Berkeley sq, Stockbroker High Court Pet Jan 28 Ord July 21
LEWTHWAITE-SPORN, RICHARD ARTHUR, Grenville pl, South Kensington Brighton Pet June 22 Ord July 20

MARDER, HARRY, Nottingham Nottingham Pet July 23 Ord July 23
NOBRY, SARAH JANE, Ystrad Mynach, Glam Merthyr Tydfil Pet July 19 Ord July 23
ROSE, MORRIS, Rupert st, Whitechapel, Ladies' Tailor High Court Pet July 23 Ord July 23
ROBERT, HARRY, King Edward rd, Hackney, Furniture Dealer High Court Pet Mar 26 Ord July 22
THOMAS, HOWARD, Greete, Salop, Farmer Kidderminster Pet July 21 Ord July 21
WERNICK, HARRY, Stepney, Baker High Court Pet June 24 Ord July 23
WILLIAMS, JOHN, Trefrir, Carnarvonshire, Labourer Fortmadoc Pet July 24 Ord July 24

FIRST MEETINGS.

BALL, JAMES FREDERICK, Andoversford, Glos, Trout Farmer Aug 5 at 3.30 County Court bldgs, Cheltenham
BATEMAN, RICHARD, Cavendish parade, Clapham Common, Grocer Aug 4 at 11.30 132, York rd, Westminster Bridge rd
BETT, JAMES MURRAY, Brixton hill, Boarding House Manager Aug 6 at 11 Bankruptcy bldgs, Carey st
BOOTH, WILLIAM, Osdal, Bradford, Builder Aug 3 at 3.30 Off Rec, 12, Duke st, Bradford
CAMERON, JAMES, Otley, Yorks Aug 4 at 11 Off Rec, 24, Bond st, Leeds
COWAN, SAMUEL, Ravenscroft av, Golders Green, Music Hall Artist Aug 5 at 10.30 14, Bedford row
DALTON, JOHN WILLIAM, Brentwood, Essex Aug 5 at 11 14, Bedford row
DINNELL, WILLIAM, North Frodingham, Yorks, Grocer Aug 4 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
DRAPER, CORNELIUS GEORGE, Kingston upon Hull, Sloop Captain Aug 5 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
EVANS, JAMES, Camborne, Cornwall, Fruiterer Aug 5 at 12 Off Rec, 12, Prince st, Truro
GRACE, GEORGE, Portlaid by Sea, Sussex, Carting Contractor Aug 4 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
GUMFEL, SALOMON, Amesbury av, Streatham, Financial Agent Aug 5 at 11 Bankruptcy bldgs, Carey st
HITCHER, ALICE WELLESLEY, Kensington Garden sq, Paymaster Aug 5 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
HUGHES, THOMAS WILLIAM, Bangor, Coal Merchant Aug 5 at 12 Crypt chambers, Chester
JOHNSON, WILLIAM HERMAN, Leicester, Baker Aug 4 at 11 Off Rec, 1, Berridge st, Leicester
JONES CHARLES ARBERDEIN, Walsall, Medical Practitioner Aug 6 at 12 Off Rec, Lichfield st, Wolverhampton
JONES, JAMES, Worcester Aug 4 at 3.30 Off Rec, 11, Cornhill, Worcester
JONES, LEWIS, Treycynon, Aberdare, Grocer Aug 5 at 11.30 Off Rec, St Catherine's chambers, St Catherine st, Pontypridd
LANDAU, S. A., Davies st, Berkeley sq, Stockbroker Aug 5 at 11 Bankruptcy bldgs, Carey st
LEE, EDWARD, Sutton, Macclesfield, Furniture Dealer Aug 4 at 12 Off Rec, 23, King Edward st, Macclesfield
LEWTHWAITE, LEONORA, Norwich Aug 4 at 1 Off Rec, 6, King st, Norwich
MACLAGAN, JAMES, ERNEST GORDON HILLS, and EDWARD HENRY DINGLE, The Parade, Golders Green, Art Furnishers Aug 9 at 11 14, Bedford row
PRATT, CHARLES, Slindoff, Sussex, Farmer Aug 5 at 12 Off Rec, 12A, Marlborough pl, Brighton
ROSE, MORRIS, Rupert st, Whitechapel, Ladies' Tailor Aug 5 at 11.30 Bankruptcy bldgs, Carey st
ROBERT, HARRY, King Edward rd, Hackney, Furniture Dealer Aug 5 at 11 Bankruptcy bldgs, Carey st
TRIM, ERNEST WILLIAM, Cleethorpes, Printer Aug 4 at 11 Off Rec, St Mary's chambers, Great Grimsby
WERNICK, HARRY, Stepney, Baker Aug 5 at 12 Bankruptcy bldgs, Carey st
WILLIAMS, JAMES, Ebbw Vale, Mon, Grocer Aug 5 at 11 Off Rec, 144, Commercial st, Newport, Mon

ADJUDICATIONS.

ARCHER, AMOS HENRY, Coventry, Baker Coventry Pet July 23 Ord July 23
BETT, JAMES MURRAY, Brixton hill, Boarding House Manager High Court Pet July 24 Ord July 24
COPELAND, ABRAHAM LEWIS, Broughton, Salford, Lancs, Music Publisher Salford Pet July 15 Ord July 23
COWAN, SAMUEL, Ravenscroft av, Golders Green, Music Hall Artist Barnet Pet April 23 Ord July 24

DRAPER, CORNELIUS GEORGE, Kingston upon Hull Sloop, Captain Kingston upon Hull Pet July 23 Ord July 23
GEORGE, PHILLIP ANDREW, Morriston, Swansea, Hatter Swansea Pet July 22 Ord July 22
GILLARD, JOHN CHARLES, Cucklington, Somerset, Carpenter and Builder Yeovil Pet July 24 Ord July 24
GOODLIFE, GEORGE, Wellingborough, Northampton, Leather Dresser Northampton Pet July 23 Ord July 23
GRIFFITHS, THOMAS, Swansea, Grocer Swansea Pet July 1 Ord July 23
HOLT, KATHLEEN, Brixton rd High Court Pet April 7 Ord July 23
JONES, JAMES, Worcester Worcester Pet June 15 Ord July 24
LEE, EDWARD, Sutton, Macclesfield, Furniture Dealer Macclesfield Pet July 8 Ord July 24
MARJORIE, JOSEPH, New Bond st, Ladies' Tailor High Court Pet July 24 Ord July 22
MARDER, HARRY, Nottingham Nottingham Pet July 23 Ord July 23
MICALLET, GIAN CARLO, Philpot in High Court Pet Jan 16 Ord July 21
NOBRY, SARAH JANE, Ystrad Mynach, Glam Merthyr Tydfil Pet July 19 Ord July 23
OWEN, WILLIAM, Victoria st, Westminster, Coal Merchant High Court Pet May 21 Ord July 22
POYNTON, JOHN FREDERICK, Lichfield, Butcher Walsall Pet July 19 Ord July 23
PTEK, MONTAGU ALEXANDER, Kensington Gore High Court Pet May 18 Ord July 21
ROSE, MORRIS, Rupert st, Whitechapel, Ladies' Tailor High Court Pet July 23 Ord July 23
THOMAS, HOWARD, Greete, Salop, Farmer Kidderminster Pet July 21 Ord July 21
WILLIAMS, JOHN, Trefrir, Carnarvonshire, Labourer Fortmadoc Pet July 24 Ord July 24
Amended notice substituted for that published in the London Gazette of M Y 18:
HAYTON, MARJORIE ANNIE, Fackingham Palace rd High Court Pet Feb 27 Ord May 14

London Gazette—FRIDAY, July 30.

RECEIVING ORDERS.

BIRCH, JOSEPH FREDERICK, Accrington Blackburn Pet July 5 Ord July 21
BLYTHE, HEDLEY, Mansfield, Notts, Builder Nottingham Pet July 26 Ord July 26
CARR, LALLIE, Cuzson st, Mayfair High Court Pet July 23 Ord July 23
CORCUTT, WILLIAM, Nottingham, Coal Miner Nottingham Pet July 26 Ord July 26
DE MEKA, BEATRICE BENJAMIN, Queen's rd, Finsbury Park, Proprietor of a Picture Theatre High Court Pet July 2 Ord July 27
DITCHBURN, JESSIE, Tunbridge Wells Tunbridge Wells Pet July 23 Ord July 23
FLASHMAN, EDGAR NEWBERRY, Friern Barnet rd, New Southgate, Tram Conductor Barnet Pet July 26 Ord July 26
FLOWERS & Co, Gillingham, Kent, Florists Rochester Pet July 1 Ord July 23
GOTLEY, GEORGE HENRIKKE, West Ashby Vicarage, Lincoln Lincoln Pet June 11 Ord July 26
HARNER, ARTHUR, Westow hill, Upper Norwood, Tailor Croydon Pet June 30 Ord July 27
HAYES, EDWARD JOHN, Paulton, Somerset, Wheelwright Wells Pet July 23 Ord July 28
HEDGES, ELYN, Lisle st, Leicester sq, Music Hall Artists High Court Pet July 23 Ord July 23
JOHNSON, CHARLES, Walsden, Lancs, Farmer Burnley Pet July 26 Ord July 26
PARSONS, CHARLES O'CONNOR, Sheffield, Medical Practitioner Sheffield Pet June 18 Ord July 27
RAYWORTH, WILLIAM JAMES, and RAYWORTH, ARTHUR, Wombwell, Yorks, Picture Palace Proprietors Leeds Pet July 24 Ord July 24
RHODES, JOHN L., Blackheath, Kent, General Draper Greenwich Pet June 23 Ord July 27
ROBERTSON, JOHN, Sunderland, Confectioner Sunderland Pet July 26 Ord July 26
SHAMAN, ARTHUR WILLIAM, Middlesbrough, Hairdresser Middlesbrough Pet July 26 Ord July 26
THOMAS, RICHARD, Llanrwst, Denbighshire, Iron Founder Portmadoc Pet July 26 Ord July 26
WATTS, THOMAS, Hirwain, Brecknock, Licensed Victualler Aberdare Pet July 27 Ord July 27
WYATT, JOHN JACOB RICHARD, Croydon, Butcher Croydon July 7 Ord July 27

